THE VILLAGE OF DEXTER VILLAGE COUNCIL MEETING THURSDAY, December 20, 2007

Dexter Senior Center, 7720 Dexter Ann Arbor Road

- A. CALL TO ORDER AND PLEDGE OF ALLEGIANCE
- B. ROLL CALL: President Keough
- J. Carson
- P. Cousins
- D. Fisher
- J. Semifero
- J. Smith
- R. Tell

C. APPROVAL OF THE MINUTES

D. PRE-ARRANGED PARTICIPATION:

Pre-arranged participation will be limited to those who notify the Village office before 5:00 p.m. Tuesday of the week preceding the meeting, stating name, intent and time requirements. (10-minute limit per participant)

None

- E. APPROVAL OF AGENDA:
- F. PUBLIC HEARINGS

Action on each public hearing will be taken immediately following the close of the hearing

None

G. NON-ARRANGED PARTICIPATION:

Non-arranged participation will include those in the audience not listed on the agenda that wish to speak. At the Village President's discretion, members of the audience may be called on to speak at any time. Those addressing the Council will state their name, and address. This section is limited to 5-minutes per participant or 10-minutes for group representatives

H. COMMUNICATIONS:

1. Pre-application Meeting Schedule

Page# 1-2

I. REPORTS:

DAFD Representative- Semifero or Tell Update on DAFD Budget 2008 Village Manager Village President

Page# 3-6

J. CONSENT AGENDA

Bills & Payroll will be a standing item under consent agenda. Discussion of the Budget and Financial matters will be covered under the Presidents Report as a standing item. Items under consent agenda are considered routine and will be acted upon in one motion. There will be no separate discussion of these items unless a Council Member so requests, and the item will be removed from Consent and added to the regular agenda at the end of New Business.

1. Consideration of: Bills in the amount of: \$167,019.48

Page# 7-16

K. OLD BUSINESS- Consideration and Discussion of:

- 1. Discussion of: Main Street Bridge Project Phase 2 Funding Update

 No Update
- 2. Consideration of: UMRC Development Agreement

Page# 17-46

3. Consideration of: Recommendation to dedicate a portion of Cambridge Drive and Preston Circle as Public Roads

Postponed from 12-10-07

Motion: Smith, second: Cousins, to postpone action on the dedication resolution.

Page# 47-60

L. NEW BUSINESS- Consideration and Discussion of:

None

M. COUNCIL COMMENTS

N. NON-ARRANGED PARTICIPATION

Same as item F. Those addressing the Council will state their name, and address. This section is limited to 5-minutes per participant or 10-minutes for group representatives.

O. ADJOURNMENT:



Happy Holidays to All



•					
			,		
	•				
	•				

PRE - APPLICATION AND SPR COMMITTEE MEETING SCHEDULE

		Commence of the contract of th
AS	SCHEDULED	
REQUESTED	ATTENDEES	
1	Seta, Keough, Wilcox, Kowalski	Colorbok
2	Seta, Carson, Kimmel, Bell	Mav - Boulder Park
3	Seta, Tell, McCormack, Phillips	Mill Creek Building
4	Seta, Semifero, Clugston, Bellefluer	K Space
5	Keough, Cousins, PC Ex Officio, Kowaslki	Mill Park Place
6 .	Keough, Fisher, Wilcox, Kimmel]
7	Keough, Smith, Bell, McCormack	<u> </u>
8	Keough, Carson, Phillips, Clugston]
9	Keough, Tell, Bellefluer, PC Ex Officio	
10	Keough, Semifero, Kowalski, Wilcox] ,
11	Keough, Cousins, Bell, Kimmel	
12	Keough, Fisher, Phillips, McCormack]

ATTN: PLANNING COMMISSIONERS/VILLAGE COUNCIL

- If you are unable to attend your scheduled meeting, please call and make arrangements for an alternate.
- Scheduled attendees will be contacted when a pre application meeting has been requested or a SPR committee meeting has been scheduled. Dates and times may vary.
- Meeting location Village Offices.

Pre application meetings are held to give Planning Commissioners and Village Council the opportunity to meet with potential applicants regarding a proposed site plan prior to submittal. This meeting is an information exchange only, no decisions are made at these meetings. SPR committee meetings are held to discuss site plan review comments provided by Village consultants. SPR meetings are an information exchange only, no decisions are made at these meetings.

						Runs	,				
MUNICIPALITY	2004	%	2005	%	2006	%	2007 10/20/07 YTD	2007 ACTUAL	%	% Change	
Dexter Village	233	36.46%	269	36.60%	239	34.84%	273	273	35.14%	14.23%	
Dexter Township	140	21.91%	166	22.59%	164	23.91%	188	188	24.20%	14.63%	
Lima Township	53	8.29%	82	11.56%	58	8.45%	98	98	11.07%	48.28%	
Webster Township	213	33.33%	215	29.25%	225	32.80%	230	230	29.60%	2.22%	
Mutual Aid	20	8.06%	28	7.43%	20	8.17%	47	47	5.70%	-22.95%	
TOTAL RUNS	695		794		747		824	824			
DAFD Budget					\$893,377		\$923,757				2008 Adopted \$93 7,400
											2008
					,		2002			% Change	Amount
ANNUAL AMOUNT	space./#						4900 497			7 4 307	720 0000
Dexter Township							\$214,605			5.69%	\$226,810
Lima Township							\$80,042			29.62%	\$103,753
Webster Township							\$299,287			-7.29%	\$277,480
Nicalianing.	-										
Dexter Village							\$80,621.75			2.13%	\$82,339
Dexter Township							\$53,651.25			5.69%	\$56,702
Lima Township		-		-			\$20,010.50			29.62%	\$25,938
Webster Township							\$74,821.75			-7.29%	\$69,370

Dexter Area Fire Department Run History & Cost Allocation

Manager Report December 20, 2007 Page 1 of 1

VILLAGE OF DEXTER

ddettling@villageofdexter.org

8140 Main Street

Dexter, MI 48130-1092

Phone (734)426-8303 ext 11 Fax (734)426-5614

MEMO

To: President Keough and Council Members

From: Donna Dettling, Village Manager

Date: December 20, 2007 Re: Village Manager Report

1. Meeting Review:

• December 7th – Meeting with David Rutledge, re: City Status

December 11th – MDOT GI meeting for Ann Arbor Street Improvement Project

December 12th – Staff Meeting

• December 12th – Meeting with Steve Brouwer re: site plan concept

• December 12th – UMRC Development Agreement

December 13th – DDA Meeting

- 2. <u>Council Retreat</u>. We need to discuss a date for a Council Retreat, several of you suggested a Saturday. How does Saturday, January 5th or 12th work for everyone? Agenda items will include; discussion of the Organizational Matters Resolution, Council Rules, FY 2007/08 Goals and Objectives. Let me know if there are other topics you want on the agenda. We can meet at the Village Office or an alternate location like the Foggy Bottom.
- 3. <u>Dam Removal Public Hearing</u>. We are working with Mike Donahue to set up the Public Hearing for Wednesday, January 9, 2008 from 6:30-9:30 p.m. at the Creekside Media Center.

AGENDA 12.20.07

SUMMARY OF BILLS AND PAYROLL 12/19/07 Payroll Check Register 0.00 Bi-weekly payroll processing To be included with next Bills & Payroll \$167,019.48 Account Payable Check Register 12/21/07 \$167,019 48 TOTAL BILLS & PAYROLL EXPENDED ALL FUNDS Summary Items from Bills & Payroll Amount Comments ALL PAYABLES ARE WITHIN ACCEPTABLE BUDGET LIMITS DETAIL VENDOR LIST AND ACCOUNT SUMMARY PROVIDED "This is the summary report that will be provided with each packet. Approval of the total bills and payroll expended, all funds will be necessary."

Village of Dexter

Date: 12/13/2007 Time: 11:01am Page: 1

		Vondor			
	Vendor Name	Number	Description	Check Amount	Hand Check Amount
			Description ESCROW REFUND CREDIT STREET TREE VILLAGE OFFICE 734 426 4572 813 0 ESCROW REFUND DPW		
	A.R. BROUWER	A.R. BROUW	ESCROW REFUND	1,000.00	0.00
	ALEXANDER CHEMICAL CORPORATION	ALEXANDER	CREDIT	2,148.00	
	ANN ARBOR LANDSCAPING INC.	AA LANDSCA	STREET TREE	520.00	
	ARBOR SPRINGS WATER CO.INC	ARBOR SPRI	VILLAGE OFFICE	23.00	0.00
	ATET	AT&T	734 426 4572 813 0	2,435.67	0.00
	CARPENTER HARDWARE & LUMBER	CARPENTER	ESCROW REFUND	1,309.00	0.00
	CHAMPION WATER TREATMENT	CHAMPION W	DPW	12.75	0.00
	CINTAS CORPORATION	CINTAS .	village office	652.45	0.00
١.	COMCAST	COMCAST	INTERNET SERVICE	95.00	0.00
١ (COMFORT INN CONFERENCE CTR.	COMFORT IN	DPW village office INTERNET SERVICE COOKIE MOMSTER COMFORT ZON NO LEAD MILEAGE ANNUAL DEPONTS	1E HUAC 140.00	0.00
	CORRIGAN OIL COMPANY	CORRIGAN O	NO LEAD	Secure 5, 207.55	0.00
	COURTNEY NICHOLLS	COUR	NO LEAD NO LEAD MILEAGE ANNUAL PERMIT 4TH QUARTER VOID YEISSEE WHITE PARE	59.17	0.00
	DEPT. OF ENVIRN. QUALITY	DEQ	ANNUAL PERMIT	1,950.00	0.00
	DEXTER AREA FIRE DEPARTMENT	DAFD	4TH QUARTER VOID reissue	229,106.00	0.00
	DEWING CHADO & GILIO DHOE	DEA CARDS	HILLIE DOUGH		0.00
	DEXTER DEVELOPMENT LLC		ESCHOR REPORD	1,340,03	
	DEXTER MILL	DEX MILL	ZIP SHIRT	581.03	
	DEXTER SENIOR CITIZENS CENTER			200.00	
	DEXTER VILLAGE DISPLAY2GO	DEXVIL	DPW	1,822.48	
			OUTDOOR PAMPHLET	109.64	
	DORNBOS SIGN & SAFTEY INC. ANDREA DORNEY	DOBNEY (2010	SLEED TIMIL	303.99	
	DUE ENERGY	DEM EDICON	2010 052 0010 0	74.64	
	DTE ENERGY OUTDOOR LIGHTING	DEL EDISON	2219 900 0010 0	15,096.45 10.80	
	DYKEMA GOSSETT PLLC	DYKEMA	DDUELGGIUMYI GEBATUEG	5 267 93	0.00
	GRISSOM JANTHORIAL		PROFESSIONAL SERVICES NOVEMBER 07' SAMPLER	3201.33	0.00
	HACH COMPANY	UVIDOOU	ROVERDER OF	2 637 83	0.00
	GRISSOM JANITORIAL HACH COMPANY HACKNEY HARDWARE	HACKNEY	ייט מו איזיי ייט איזיי	210 16	0.00
6)	DERITAGE IRRIGATION & LANDSCAP	HED T	COUNCIL reissue feritage Neu SHIPPING CYLINDER RENTAL	USperce 243.00	0.00
•	KENCO, INC.		SHIPPING	11.44	0.00
		LESSORS	CYLINDER RENTAL	17.00	
	MCI	MCI	LONG DISTANCE	13.71	
	MICHIGAN DEPT OF ENVIRONMENTAL	MT DEO	PERMIT FEE	150.00	
	MICHIGAN MUNICIPAL LEAGUE	MI MUN LEA		240.00	
	MICHIGAN MUNICIPAL LEAGUE MILLER, CANFIELD, PADDOCK &	MILLER CAN	CEDARS OF DEXTER	492.00	
	MISS DIG SYSTEM, INC.	MISS DIG	ANNUAL FEE	195.60	
	MISS DIG SYSTEM, INC. NATIONAL CITY BANK	NAT CITY P	LEASE	700.00	0.00
	NORTH CENTRAL LABORATORIES	NCL	POTASSIUM PERSULFATE	228.30 33,066.50	0.00
	OHM GEO-SOFTWARE, INC. PACK & MAIL PLUS PARTS PEDDLER AUTO SUPPLY	OHM GEO	#0130-07-0011	33,066.50	0.00
	PACK & MAIL PLUS .	PACK & MAI	LAMINATING	17.00	0.00
	PARTS PEDDLER AUTO SUPPLY	PARTS PEDD	POLY ARM	452.96	0.00
	PATRICK MUNS PN	PAT MUNSON	PROJECT #/01-000-000-253-041	1,150.00	0.00
	REDSTONE ARCHITECTS INC	REDSTONE	H20 SPACE PLANNING	532.50	0.00
	RICOH AMERICAS CORPORATION	RICHOH AME		912.34	0.00
		SF STRONG	CALCIUM	998.43	0.00
		UIS PROGRA	CALIBRATE WATER TOWER	848.00	0.00
		US	GEN OBLI BONDS	225.00	0.00
		VERDIN	PREVENITIVE MAINTENANCE	500.00	0.00
	ESTERN-WASH. AREA VALUE EXPR.		DOOR TO DOOR	. 1,583.33	0.00
	WOLVERINE TRACTOR & EQUIPMEN	WOLV TR	WINDOW LATCH	22.21	0.00
			Current meters	212 504 40	
			Grand Total:	315,504.48	0.00

- 239,106.00

+ 80,621.00

\$ 167,019.48

Date: 12/13/2007 Time: 11:26am Village of Dexter Page:

Department Account	GL Number Abbrev	Vendor Name Invoice Description	Check Number	Invoice Number	Due Date	Amount
Fund: General Fund						
Dept: Village Council 101-101.000-802.000	Profession	REDSTONE ARCHITECTS INC	0		12/12/2007	532.50
101-101.000-943.000	Council Ch	H20 SPACE PLANNING DEXTER SENIOR CITIZENS CENTER	. 0	7627	12/12/2007	150.00
		RENT	•	12/12/07	15/12/2001	130.00
Dept: Village Manager				Total Villa	ge Council	682.50
101-172.000-861.000	Travel & M	COURTNEY NICHOLLS MILEAGE	0	12/12/07	12/12/2007	59.17
Dept: Attorney		• •		Total Villa	ge Manager	59.17
101-210.000-810.000	Attorney F		0		12/11/2007	1,583.30
101-210.000-810.000	Attorney F	PROFESSIONAL SERVICES MILLER, CANFIELD, PADDOCK &	0	1188574	12/12/2007	492.00
101-210.000-810.000		CEDARS OF DEXTER DYKEMA GOSSETT PLLC	0	929116	12/12/2007	3,491.79
101-210.000-812.000		PROFESSIONAL SERVICES DYKEMA GOSSETT PLLC		1138064		
201 2101000 0121000	Acty Hillp	PROFESSIONAL SERVICES	0	1188574	12/11/2007	192.84
Bard - 19133				Total Attorn	ney	5,759.93
Dept: Village Clerk 101-215.000-901.000	Printing &	HERITAGE IRRIGATION & LANDSCAP	0		12/12/2007	49.50
101-215.000-901.000	Printing &	DDA FINANCE PLAN HERITAGE IRRIGATION & LANDSCAP	0 -	1915586	12/12/2007	148.50
		COUNCIL	v	1914990	12/12/2007	140.50
Dept: Village Treasurer				Total Villag	e Clerk	198.00
101-253.000-727.000	Office Sup		0		12/11/2007	110.00
101-253.000-955.000	Miscellane	WHITE BOARD CINTAS CORPORATION	0		12/06/2007	42.72
		VILLAGE OFFICE		300650856		
Dept: Buildings & Grounds				Total Villag	e Treasurer	152.72
01-265.000-920.000	Utilities	AT&T	0		12/06/2007	350.07
01-265.000-920.000	Utilities	734 426 8303 494 6 DTE ENERGY	0		12/11/2007	402.39
.01-265.000-920.000	Utilities	3219 953 0007 6 DTE ENERGY	0		12/12/2007	8.78
01-265.000-920.000	Utilities	3427 979 0003 8 DTE ENERGY	0		12/12/2007	
01-265.000-920.000		2949 542 0005 0				407.37
	Utilities	DTE ENERGY 2949 542 0004 3	0		12/12/2007	25.72
01-265.000-920.000	Utilities	COMCAST INTERNET SERVICE	0	12/12/07	12/12/2007	95.00
01-265.000-935.000	Bldg Maint	COMFORT INN CONFERENCE CTR. COOKIE MOMSTER	0	4861	12/12/2007	140.00
01-265.000-935.000	Bldg Maint	GRISSOM JANITORIAL	0		12/12/2007	320.00
01-265.000-936.000	Equip Serv	NOVEMBER 07' RICOH AMERICAS CORPORATION	0	148	12/12/2007	912.34
01-265.000-943.001	Office Spa	COPIER NATIONAL CITY BANK	0	93666943	12/12/2007	700.00
01-265.000-955.000	Miscellane	LEASE ARBOR SPRINGS WATER CO.INC	0	12/12/07	12/06/2007	11.50
01-265.000-955.000	Miscellane	VILLAGE OFFICE ARBOR SPRINGS WATER CO.INC	0	1000313		
01-265.000-955.000		VILLAGE OFFICE		996993	12/06/2007	11.50
200,000-303,000	Miscellane	CINTAS CORPORATION village office	0	300639571	12/06/2007	42.72
ah. Yan B.C				Total Building	gs & Grounds	3,427.39
ept: Law Enforcement 01-301.000-920.000	Utilities	DEXTER VILLAGE	. 0		12/11/2007	48.62
01-301.000-920.000	Utilities	8140 MAIN DTE ENERGY		12/11/07		•
	001111162	3219 953 0011 8	0		12/12/2007	242.03

Date: 12/13/2007 Time: 11:26am Page: 2 Page:

/illage of Dexter						
Fund Department Account	GL Number Abbrev	Vendor Name Invoice Description	Check Number	Invoice Number	Due Date	Amount
Fund: General Fund						001.46
Dept: Law Enforcement	Utilities	DTE ENERGY	0		12/12/2007	271.46
101-301.000-920.000 101-301.000-920.000	Utilities	3219 953 0011 8 DTE ENERGY	0		12/12/2007	871.26
202 0021017		2949 542 0013 4		Total Law E	nforcement	1,433.37
Dept: Fire Department 101-336.000-803.000	Contracted	DEXTER AREA FIRE DEPARTMENT	0		12/12/2007	229,106.00
	Utilities	4TH QUARTER DEXTER VILLAGE	0	10/11/07	12/11/2007	64.84
101-336.000-920.000		8140 MAIN DTE ENERGY	0	12/11/07	12/12/2007	339.32
101-336.000-920.000	Utilities	3219 953 0011 8 DTE ENERGY	0		12/12/2007	643.55
101-336.000-920.000	Utilities	3341 424 0001 2				230,153.71
		•		Total Fire	Department .	
Dept: Zoning Board of Appeals 101-410.000-901.000	Printing &	HERITAGE IRRIGATION & LANDSCAP	0		12/12/2007	45.00
		ZBA ZBA		Total Zoni	ng Board of Appeals	45.00
Dept: Department of Public Wo	rks	CHAMPION WATER TREATMENT	. 0		12/06/2007	4.25
101-441.000-740.000	Operating	DPW HACKNEY HARDWARE	0	37661	12/12/2007	17.99
101-441.000-740.000	Operating	HITCH	0	790884	12/12/2007	2.74
101-441.000-740.000	Operating	HACKNEY HARDWARE BUSHING	0	790208	12/12/2007	13.95
101-441.000-740.000	Operating	HACKNEY HARDWARE FASTENERS	0	789914	12/12/2007	17.00
101-441,000-740.000	Operating	LESSORS WELDING SUPPLY CYLINDER RENTAL	0	162156	12/12/2007	61.13
101-441.000-740.000	Operating	PARTS PEDDLER AUTO SUPPLY AIR CHUCK	_	367894	12/12/2007	14.34
101-441.000-740.000	Operating	PARTS PEDDLER AUTO SUPPLY washer solvent	0	367885	12/12/2007	19.36
101-441.000-740.000	Operating	PARTS PEDDLER AUTO SUPPLY Tape	. 0	368634	12/12/2007	17.16
101-441.000-740.000	Operating	PARTS PEDDLER AUTO SUPPLY FLUID	0	368143	12/12/2007	13.07
101-441.000-740.000	Operating	PARTS PEDDLER AUTO SUPPLY POLY ARM		368048	·	76.26
101-441.000-740.000	Operating	S.F. STRONG SPLENDOR FINISH	0	145715-00	12/12/2007	95.95
101-441.000-745.000	Uniform A	CINTAS CORPORATION	0	30642303	12/06/2007	95.95
101-441.000-745.000	Uniform A		0	300631024		65.95
101-441.000-745.000	Uniform A		0	300636669	12/06/2007	65.95
101-441.000-745.000	Uniform A		0) 30064796		749.95
101-441.000-751.000	Gasoline		0) 5131518	12/06/2007	508.69
101-441.000-751.000	Gasoline		() 5138267	12/06/2007	558.69
101-441.000-751.000	Gasoline		(0 1483326	12/12/2007	661.23
101-441.000-751.000	Gasoline		(0 1483679	12/12/2007	226.89
101-441.000-920.000	Utilitíe	DIESEL 3 AT&T 734 426 8530 597 1		0	12/06/2007	48.62
101-441.000-920.000	Utilitie	**** 1 2 00		0 12/11/07	12/11/2007	48.94
101-441.000-920.000	Utilitie			0	12/11/2007	26.89
101-441.000-920.000	Utilitie			0	12/12/2007	

Date: 12/13/2007 Time: 11:26am Page: 3

Village of Dexter

Fund Department Account	GL Number Abbrev	Vendor Name Invoice Description	Check Number	Invoice Number	Due Date	Amount
Fund: General Fund				~~~~~		
Dept: Department of Public Wor 101-441.000-920.000	rks Utilities	DTE ENERGY	0		12/12/2007	67.87
101-441.000-937.000	Equip Main	3219 953 0011 8 PARTS PEDDLER AUTO SUPPLY	0		12/12/2007	165.77
101-441.000-955.000	Miscellane	BOLT KIT MICHIGAN MUNICIPAL LEAGUE RENEWAL	0	368994	12/12/2007	240.00
		4		Total Departm	ment of Public Works	3,884.59
Dept: Downtown Public Works 101-442.000-740.000	Operating	S.F. STRONG	0		12/12/2007	172.89
101-442.000-740.000	Operating	SPLENDOR FINISH S.F. STRONG	0	145715-00	12/12/2007	749.28
101-442.000-802.000	Profession	CALCIUM DEXTER CARDS & GIFTS SHOP	. 0	145813-00	12/11/2007	17.97
101-442.000-802.000	Profession	OFFICE SUPPLIES VERDIN COMPANY	0	1153	12/12/2007	500.00
101-442.000-802.000	Profession	PREVENITIVE MAINTENANCE DEXTER SENIOR CITIZENS CENTER	0	12/12/07	12/12/2007	50.00
		RENT DTE ENERGY	0	12/12/07	12/11/2007	62.86
101-442.000-920.000	Utilities	3219 953 0006 8		•		
101-442.000-920.000	Utilities	DTE ENERGY 2027 649 0001 7	0		12/12/2007	84.15
101-442.000-920.000	Utilities	DTE ENERGY 2949 542 0001 9	0		12/12/2007	69.56
101-442.000-920.000	Utilitíes	DTE ENERGY 3219 953 0017 5	0	e e	12/12/2007	69.91
101-442.000-920.000	Utilities	DTE ENERGY 2023 733 0001 3			12/12/2007	46.70
101-442.000-920.000	Utilities	DTE ENERGY 2949 542 0002 7	0		12/12/2007	104.10
101-442.000-920.000	Utilities	DTE ENERGY 2949 542 0008 4	0		12/12/2007	107.16
101-442.000-920.000	Utilities	DTE ENERGY 2949 542 0003 5	0		12/12/2007	128.25
•				Total Downtow	m Public Works	2,162.83
Dept: Storm Water 101-445.000-802.000	Profession	OHM GEO-SOFTWARE, INC. #0130-07-0011	0	119809	12/12/2007	225.00
				Total Storm W	ater	225.00
Dept: Engineering	Engineerin	OHM GEO-SOFTWARE, INC. #0130-07-0011	. 0	119809	12/12/2007	1,175.00
				Total Enginee	ring	1,175.00
Dept: Municipal Street Lights 101-448.000-920.003	St Lights	DTE ENERGY OUTDOOR LIGHTING 3219 953 0018 3	0	12/12/07	12/12/2007	10.80
	•			Total Municip	al Street Lights	10.80
Dept: Solid Waste 101-528.000-740.000	Operating	HACKNEY HARDWARE	0		12/12/2007	58.96
101-528.000-740.000	Operating	RAKE HACKNEY HARDWARE NOZZLE	0	790416 789774	12/12/2007	57.94
				Total Solid W	aste	116.90
Dept: Parks & Recreation 101-751.000-740.000	Operating	DEXTER MILL	0		12/06/2007	95.40
101-751.000-955.000	Miscellane	5000 SQ FT COVERAGE DISPLAY2GO	0	43654	12/11/2007	109.64
101-751.000-955.000	Miscellane	OUTDOOR PAMPHLET PACK & MAIL PLUS LAMINATING	0	IN-593914 337	12/12/2007	44.00
		M MILIUM AND			Parastina.	040.04
Dept: Contributions				Total Parks &	vecteat10H	249.04

Date: 12/13/2007 Time: 11:26am

Page:

Village of Dexter Fund Due Check Invoice Department GL Number Vendor Name Invoice Description Number Number Date Amount Account Abbrev Fund: General Fund Dept: Contributions 12/12/2007 1,000.00 WESTERN-WASH. AREA VALUE EXPR. 101-875.000-965.001 CATS PUBLIC SERVICE 12/12/07 WESTERN-WASH, AREA VALUE EXPR. 12/12/2007 583.33 101-875.000-965.004 WAVE DOOR TO DOOR 1,583.33 Total Contributions Fund Total 251,319.28 Fund: Major Streets Fund Dept: Contracted Road Construction 12/12/2007 7,857.75 202-451.000-974.000 CIP Capita OHM GEO-SOFTWARE, INC. 119810 - #0130-07-0041 12/12/2007 2,204.25 202-451.000-974.000 CIP Capita OHM GEO-SOFTWARE, INC. 0 119811 #0130-07-0071 10,062.00 Total Contracted Road Construction Dept: Routine Maintenance 12/11/2007 91.92 202-463.000-740.000 Operating DORNBOS SIGN & SAFTEY INC. 0 38761 SPEED LIMIT 0 12/12/2007 19.16 HACKNEY HARDWARE 202-463.000-740.000 Operating CONCRETE 789711 111.08 Total Routine Maintenance Dept: Traffic Services 212.07 12/11/2007 DORNBOS SIGN & SAFTEY INC. 202-474.000-740.000 Operating CROSSWALK 38841 Total Traffic Services Fund Total 10,385.15 Fund: Streetscape Debt Service Fund Dept: Long-Term Debt Bond Fees US BANK CORPORATE TRUST 12/12/2007 225.00 303-850.000-992.000 2028530 GEN OBLI BONDS .225.00 Total Long-Term Debt Fund Total 225.00 Fund: Equipment Replacement Fund Dept: Department of Public Works 12/12/2007 87.48 402-441.000-939.000 Vehicle Ma PARTS PEDDLER AUTO SUPPLY 367828 FILTERS 12/12/2007 13.29 PARTS PEDDLER AUTO SUPPLY n 402-441.000-939.000 Vehicle Ma OIL FILTER 367825 12/12/2007 61.36 PARTS PEDDLER AUTO SUPPLY 402-441.000-939.000 Vehicle Ma 369042 FLAPS WOLVERINE TRACTOR & EQUIPMEN 12/12/2007 22,21 402-441.000-939.000 Vehicle Ma P78054 WINDOW LATCH Total Department of Public Works Fund Total 184.34 Fund: Sewer Enterprise Fund Dept: Sewer Utilities Department 12/12/2007 23.96 590-548.000-740.000 HACKNEY HARDWARE Operating 790438 LIGHTS 8.27 0 12/12/2007 590-548.000-740.000 Operating HACKNEY HARDWARE 789866 FASTENERS 12/12/2007 3.99 HACKNEY HARDWARE 590-548,000-740.000 Operating 789869 CONCRETE Chem Plant ALEXANDER CHEMICAL CORPORATION 12/06/2007 1,813.00 590-548.000-742.000 0388525 CHEMICALS -540.00 ALEXANDER CHEMICAL CORPORATION 12/06/2007 590-548.000-742.000 Chem Plant 0388526 CREDIT 12/12/2007 1,495.00 ALEXANDER CHEMICAL CORPORATION 590-548.000-742.000 Chem Plant 0389254

CHEMICALS

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Village of Dexter

Fund Department Account	GL Number Abbrev	Vendor Name Invoice Description	Check Number	Invoice Number	Due Date	Amount
Fund: Sewer Enterprise Fund				•		
Dept: Sewer Utilities Department 590-548.000-742.000	nt Chem Plant	ALEXANDER CHEMICAL CORPORATION	0	0200055	12/12/2007	-620.00
590-548.000-743.000	Chem Lab	CREDIT HACH COMPANY FERROVER	0	0389255 5369046	12/12/2007	39.03
590-548.000-743.000	Chen Lab	NORTH CENTRAL LABORATORIES	0	227452	12/12/2007	127.02
590-548.000-743.000	Chem Lab	FILTERS NORTH CENTRAL LABORATORIES POTASSIUM PERSULFATE	0	227432	12/12/2007	101.28
590-548.000-745.000	Uniform Al	CINTAS CORPORATION WWTP	0	300642304	12/06/2007	41.07
590-548.000-745.000	Uniform Al	CINTAS CORPORATION WWTP	0	300631025	12/06/2007	41.07
590-548.000-745.000	Uniform Al	CINTAS CORPORATION WWTP	0	300647963	12/06/2007	41.07
590-548.000-745.000	Uniform Al	DEXTER MILL	0	44232	12/06/2007	161.00
590-548.000-745.000	Uniform Al	BOOTS ANDREA DORNEY	. 0		12/11/2007	74.64
590-548.000-751.000	Gasoline &	CLOTHING ALLOWANCE CORRIGAN OIL COMPANY	0	12/11/07	12/06/2007	297.10
590-548.000-751.000	Gasoline &	DEISEL CORRIGAN OIL COMPANY	. 0	5131517	12/06/2007	752.17
590-548.000-751.000	Gasoline &	UNLEADED CORRIGAN OIL COMPANY	0	5138268	12/12/2007	933.18
590-548.000-751.000	Gasoline &	NO LEAD CORRIGAN OIL COMPANY	.0	1483327	12/12/2007	746.54
590-548.000-802.000	Profession	NO LEAD DEPT. OF ENVIRN. QUALITY	0	NO LEAD	12/12/2007	1,950.00
590-548.000-802.000	Profession	ANNUAL PERMIT UIS PROGRAMMABLE SERVICES INC	0	471407	12/12/2007	424.00
590-548.000-824.000	Testing &	CALIBRATE WATER TOWER KENCO, INC.	0	530331680	12/12/2007	11.44
590-548.000-920.000	Utilities	SHIPPING AT&T	0	12/12/07	12/06/2007	1,226.75
590-548.000-920.000	Utilities	734 426 4572 813 0 DEXTER VILLAGE	0	•	12/11/2007	1,611.46
590-548.000-920.000	Utilities	WWTP DTE ENERGY	0	40/44/07	12/11/2007	107.04
590~548.000-920.000	Utilities	3219 953 0001 9 DTE ENERGY	0	12/11/07	12/12/2007	977.84
590-548.000-920.000	Utilities	4667 427 0001 9 DTE ENERGY	0		12/12/2007	14.75
590-548.000-920.000	Utilities	3219 953 0009 2 DTE ENERGY	0		12/12/2007	5,158.30
590-548.000-920.000	Utilities	3219 953 0010 0 MCI	. 0	10/10/08	12/12/2007	13.71
590-548.000-937.000	Equip Main	LONG DISTANCE HACKNEY HARDWARE	0	12/12/07	12/12/2007	65.96
590-548.000-937.000	Equip Main	PLIERS HACH COMPANY	0	790646	12/12/2007	309.00
590-548.000-977.000	Equipment.	PUMP HACH COMPANY SAMPLER	0	5362934 5374345	12/12/2007	2,289.80
				Total Sewer U	tilities Department	19,699.44
Dept: Capital Improvements CIP 590-901.000-974.000	CIP Capita	OHM GEO-SOFTWARE, INC.	0	•	12/12/2007	3,475.00
590-901.000-974.000	CIP Capita	#0130-07-0081 OHM GEO-SOFTWARE, INC. #0130-07-0011	0	119812 119809	12/12/2007	3,539.00
				Total Capital	Improvements CIP	7,014.00
	•				Fund Total	26,713.44
Fund: Water Enterprise Fund						
Dept: Water Utilities Departmen 591-556.000-740.000	t Operating	CHAMPION WATER TREATMENT	0		12/06/2007	4.25
591-556.000-740.000	Operating	WWTP . CHAMPION WATER TREATMENT	0	37436	12/06/2007	4.25
		WWTP		37511		D1

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nd Department Cocount	GL Number Abbrev	Vendor Name Invoice Description	Check Number	Invoice Number	Due Date	Amount
nd: Water Enterprise Fund	,	~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~				
ept: Water Utilities Depart 91-556.000-740.000		CINTAS CORPORATION	0		12/06/2007	40.00
	Operating	WWTP	U	300642304		
91-556.000-740.000	Operating	HACKNEY HARDWARE TAPE	. 0	790712	12/12/2007	15.48
91-556.000-740.000	Operating	HACKNEY HARDWARE	0	790432	12/12/2007	14.48
91-556.000-740.000	Operating	GLOVES HACKNEY HARDWARE	. 0		12/12/2007	2.29
91-556.000-740.000.	Operating	TAPE HACKNEY HARDWARE	. 0	790222	12/12/2007	7.41
91-556.000-740.000	Operating	BATTERY HACKNEY HARDWARE	0	789957	12/12/2007	5.58
91-556.000-745.000	Uniform Al	TAPE CINTAS CORPORATION	0	789626	12/06/2007	40.00
91-556.000-745.000	Uniform Al	WWTP CINTAS CORPORATION	0	300631025	12/06/2007	40.00
91-556.000-745.000	Uniform Al	WWTP DEXTER MILL	0	300647963	12/06/2007	123.65
•		BOOTS , MISC		44465		
91-556.000-745.000	Uniform Al	DEXTER MILL	0	44468	12/06/2007	106.98
91-556.000-745.000	Uniform Al	DEXTER MILL ZIP SHIRT	. 0	45600	12/06/2007	94.00
91-556.000-802.000	Profession	UIS PROGRAMMABLE SERVICES INC	0	530331680	12/12/2007	424.00
91-556.000-920.000	Utilities	CALIBRATE WATER TOWER	0	220227000	12/06/2007	631.96
91-556.000-920.000	Utilities	734 426 4572 813 0 DTE ENERGY	. 0		12/12/2007	3,345.47
1-556.000-920.000	Utilities	3219 953 0003 5 DTE ENERGY	0.		12/12/2007	34.78
91-556.000-920.000	Utilities	3219 953 0004 3 DTE ENERGY	. 0		12/12/2007	63.22
91-556.000-920.000	Utilities .	3219 953 0608 4 DTE ENERGY	0		12/12/2007	1,415.72
31-556.000-958.000	Membership	2949 542 0006 8 MISS DIG SYSTEM, INC.	0		12/12/2007	195.60
91-556.000-958.000	Membership	ANNUAL FEE MICHIGAN DEPT OF ENVIRONMENTAL	0	2008090	12/12/2007	150.00
•		PERMIT FEE		472545		
ept: Capital Improvements Cl			•	Total Water	Utilities Department	6,759.12
1-901.000-974.001	Other capi	OHM GEO-SOFTWARE, INC. #0130-07-0011	0	119809	12/12/2007	2,347.50
•			•	Total Capita	l Improvements CIP	2,347.50
•	÷				Fund Total	9,106.62
nd: Trust & Agency Fund						
pt: Assets, Liabilities & F		ANDREWSON WARRING & THEORY	٥		10/06/0007	1 200 00
1-000.000-253.029	Carpenter	CARPENTER HARDWARE & LUMBER ESCROW REFUND	0	12/06/07	12/06/2007	1,309.00
1-000.000-253.041	Munson	PATRICK MUNSN PROJECT #701-000-000-253-041	0	12/12/07	12/12/2007	1,150.00
1-000.000-253.042	Slone Farm	DEXTER DEVELOPMENT LLC ESCROW REFUND	0	12/11/07	12/11/2007	1,348.65
1-000.000-253.043	Dexter Dis	OHM GEO-SOFTWARE, INC.	0		12/12/2007	2,692.00
1-000.000-253.047	Wallace Pr	#0130-06-1043 OHM GEO-SOFTWARE, INC.	0	119807	12/12/2007	255.00
1-000.000-253.048	Dexter Ret	#0130-05-1063 OHM GEO-SOFTWARE, INC.	. 0	119806	12/12/2007	1,307.00
1-000.000-253.049	DPW Projec	#0130-06-1052 A.R. BROUWER	0	119808	12/06/2007	1,000.00
1-000.000-253.050	Dexter Fit	ESCROW REFUND OHM GEO-SOFTWARE, INC.	0	12/06/07	12/12/2007	1,820.00
1-000.000-253.051	Schulz Dev	#0130-07-1002 OHM GEO-SOFTWARE, INC.	0	119813	12/12/2007	3,597.50
		#0130-07-1011		119814		•
1-000.000-253.052	K-Space	OHM GEO-SOFTWARE, INC. #0130-07-1023	0	119815	12/12/2007	2,571.50

Village of Dexter

INVOICE APPROVAL LIST BY FUND

Date: 12/13/2007 Time: 11:26am

315,504.48

Grand Total

Page: 7 Village of Dexter Fund Department GL Number Vendor Name Check Invoice Due Account Abbrev Number Number Date Invoice Description Amount Fund: Trust & Agency Fund
Dept: Assets, Liabilities & Revenue
.701-000.000-255.000 Cust 12/06/2007 Cust Depos ANN ARBOR LANDSCAPING INC. 0 520.00 . STREET TREE 12/06/07 Total Assets, Liabilities & Revenue 17,570.65 17,570.65 Fund Total

UMRC Development Agreement SUBCOMMITTEE MINUTES

THE VILLAGE OF DEXTER WEDNESDAY, December 12, 2007

5:00pm

At Village Office 8123 Main Street

Attendance: Donna Fisher, Jim Carson, Shawn Keough, Paul Cousins, Kate Collins, Jim Haeussler, Allison Bishop, and Donna Dettling. *This meeting was posted and open to the public*.

Kate Collins gave a brief summary of the progression of the negotiations back to December 2006. The original tree replacement number placed on the table by UMRC was \$70,000. Later the number increased to \$130,000 and then to \$200,000 and then to \$230,000 with an exchange of the Westridge pump station payment that the village owes Jim Haussler (see section 4.3 of the development agreement and Exhibit 7). This brings the number back to \$200,000 where it has stayed the longest. Concerns were raised about communication between and amongst Boards as the negation progressed, and various individuals participating throughout the process, which did not allow for the complete picture to be represented. The group also discussed the negotiation process and the fact that there was no ordinance language that addressed a tree replacement rate under these unique circumstances. It was clarified that a PUD and the use of a development agreement provides flexibility and trade-offs for developments that offer public benefit. Several public benefits; saving Gordon Hall, preserving 60+ acres, and providing Senior Housing opportunities are a few examples.

Also discussed was a worksheet prepared by Joe Semifero and presented by Jim Carson to demonstrate to the public and to UMRC that the village would and could replace a total of 1940 trees with the contribution made by UMRC. A copy of this worksheet is attached to the minutes. The worksheet takes interest earned on the contribution and inflation costs for trees into consideration over a 20-year period.

The group agreed to the concept of the worksheet as presented. Kate Collins indicated she would take the dollar range from the worksheet to the UMRC Board meeting scheduled for the 13th of December. The Village agreed to present and explain the worksheet to Council and revise the development agreement accordingly for Council consideration. This would be done at the December 20th meeting, but consideration may wait until January 2008 pending verification from UMRC that the numbers are acceptable to their Board. Village representatives felt the use of the worksheet to establish the contribution amount along with several other changes to the Development Agreement listed below, would be well received by Council, but needed to discuss it with Council, as Council makes the final determination.

The following changes were made to the development agreement: First, the \$240,485 from the worksheet less the payment the village owes for the Westridge pump station \$30,894, or \$210,000 rounded was placed into the agreement on page 4. Both parties agreed to the removal of the last sentence of section 3.4 "If all of the funds deposited in the UMRC Tree Account are not used by the Village for the purposes outlined above within (10) ten years from the time of their deposit, then the unused balance of the UMRC Tree Account shall be distributed to the Dexter Historical Society and Museum to be used for landscaping improvements at Gordon Hall." Both parties agreed that section 3.4 and section 8.7 would reference the Village's Tree Replacement Program and exclude any mention of how the contribution is to be used. Therefore, in section 3.4 "The Village Tree Replacement Program may use the funds donated by UMRC for planting of new trees, the removal and replacement of trees and the mulching and irrigation necessary for any new or replaced trees throughout the Village of Dexter from and after the date of this Agreement" was also removed.

The proposed Development Agreement with the changes noted above as well as date corrections and Village President name change is included for your review. All exhibits have been attached.

The proposed Tree Replacement Program/Policy Statement will be presented to Council for approval at the January 28, 2008 Council meeting to allow the Tree Board to review it one last time at their January 15, 2008 meeting. This is necessary as a recommendation from the meeting was to include some flexibility in the policy statement to use contributions for natural disasters, insect infestations, or disease similar to the Emerald Ash Borer.

Respectfully Submitted, Donna Dettling, Village Manager

	•				. 1	nflation		
			5%			3%		
		Balance	Interest	Trees	, Ti	ee Cost	-	Total Cost
2007	\$	232,287.60	-	**				
2008	\$	229,351.98	\$ 11,614.38	97	\$	150.00	\$	14,550.00
2009	\$	225,833.08	\$ 11,467.60	97	\$	154.50	\$	14,986.50
2010	\$	221,688.64	\$ 11,291.65	97	\$	159.14	\$	15,436.10
2011	\$	216,873.89	\$ 11,084.43	97	\$	163.91	\$	15,899.18
2012	\$	211,341.43	\$ 10,843.69	97	\$	168.83	\$	16,376.15
2013	\$	205,041.07	\$ 10,567.07	97	\$	173.89	\$	16,867.44
2014	\$	197,919.66	\$ 10,252.05	97	\$	179.11	\$	17,373.46
2015	\$	189,920.98	\$ 9,895.98	. 97	\$	184.48	\$	17,894.66
2016	\$	180,985.52	\$ 9,496.05	97	\$	190.02	\$	18,431.50
2017	\$	171,050.35	\$ 9,049.28	97	\$	195.72	\$	18,984.45
2018	\$	160,048.88	\$ 8,552.52	97	\$	201.59	\$	19,553.98
2019	\$	147,910.72	\$ 8,002.44	97	\$	207.64	\$	20,140.60
2020	\$	134,561.44	\$ 7,395.54	97	\$	213.86	\$	20,744.82
2021	\$	119,922.35	\$ 6,728.07	97	\$	220.28	\$	21,367.17
2022	\$	103,910.28	\$ 5,996.12	97	\$	226.89	\$	22,008.18
2023	\$	86,437.37	\$ 5,195.51	97	\$	233.70	\$	22,668.43
2024	\$	67,410.76	\$ 4,321.87	97	\$	240.71	\$	23,348.48
2025	\$	46,732.37	\$ 3,370.54	97	\$	247.93	\$	24,048.93
2026	\$	24,298.58	\$ 2,336.62	97	\$	255.36	\$	24,770.40
2027	\$	0.00	\$ 1,214.93	97	\$	263.03	\$	25,513.51
			Total	1940				

Premise: This is based on the idea that 1) a certain number of trees must be replaced (approximately 2,000) per the Village ordinance, 2) the Village is unlikely to plant an exceptionally large number of trees (something more than 100) per year, 3) any funds received from UMRC would accrue interest (assumed to be 5% in this case), and 4) the cost of trees will increase at some rate due to inflation into the future (assumed to be 3% in this example). Using these assumptions and building this model, it can be shown that some amount today will provide for the total number of trees to be replaced over the next 20 years. I set up this spreadsheet and ran a Goal Seek tool to determine what that starting number would be. This assumes the money would be deposited and the first year it would grow and earn interest. If the amount was used the very first year, the table and initial amount would change. (see below).

		5%	·		Inflation 3%	
	Balance	Interest	Trees	7	ree Cost	Total Cost
2008	\$ 240,485.57	-	97	\$	150.00	\$ 14,550.00
2009	\$ 236,795.85	\$ 11,296.78	97	\$	154.50	\$ 14,986.50
2010	\$ 232,450.22	\$ 11,090.47	97	\$	159.14	\$ 15,436.10
2011	\$ 227,401.75	\$ 10,850.71	97	\$	163.91	\$ 15,899.18
2012	\$ 221,600.73	\$ 10,575.13	97	\$	168.83	\$ 16,376.15
2013	\$ 214,994.52	\$ 10,261.23	97	\$	173.89	\$ 16,867.44
2014	\$ 207,527.41	\$ 9,906.35	97	\$	179.11	\$ 17,373.46
2015	\$ 199,140.44	\$ 9,507.70	97	\$	184.48	\$ 17,894.66
2016	\$ 189,771.23	\$ 9,062.29	97	\$	190.02	\$ 18,431.50
2017	\$ 179,353.76	\$ 8,566.99	97	\$	195.72	\$ 18,984.45

Sheet1

\$ 167,818.25	\$	8,018.47	97	\$	201.59	\$	19,553.98
\$ 155,090,86	\$	7,413.21	97	\$	207.64	\$	20,140.60
\$ 141,093.55	\$	6,747.51	97	\$	213.86	\$	20,744.82
\$ 125,743.82	\$	6,017.44	97	\$	220.28	\$	21,367.17
\$ 108,954.47	\$	5,218.83	97	\$	226.89	\$	22,008.18
\$ 90,633.36	\$	4,347.31	97	\$	233.70	\$	22,668.43
\$ 70,683.13	\$	3,398.25	97	\$	240.71	\$	23,348.48
\$ 49,000.93	\$	2,366.73	97	\$	247.93	\$	24,048.93
\$ 25,478.13	\$	1,247.60	. 97	\$	255.36	\$	24,770.40
\$ 0.00	\$	35.39	97	\$	263.03	\$	25,513.51
		Total	1940				
	5 155,090.86 6 141,093.55 6 125,743.82 6 108,954.47 90,633.36 70,683.13 49,000.93 25,478.13	5 155,090.86 \$ 5 141,093.55 \$ 6 125,743.82 \$ 70,683.13 \$ 70,683.13 \$ 49,000.93 \$ 25,478.13 \$	5 155,090.86 \$ 7,413.21 6 141,093.55 \$ 6,747.51 6 125,743.82 \$ 6,017.44 7 5,218.83 \$ 90,633.36 8 90,633.13 \$ 3,398.25 9 49,000.93 \$ 2,366.73 125,478.13 \$ 1,247.60	5 155,090.86 \$ 7,413.21 97 6 141,093.55 \$ 6,747.51 97 6 125,743.82 \$ 6,017.44 97 7 108,954.47 \$ 5,218.83 97 90,633.36 \$ 4,347.31 97 70,683.13 \$ 3,398.25 97 49,000.93 \$ 2,366.73 97 25,478.13 \$ 1,247.60 97 6 0.00 \$ 35.39 97	5 155,090.86 \$ 7,413.21 97 \$ 6 141,093.55 \$ 6,747.51 97 \$ 6 125,743.82 \$ 6,017.44 97 \$ 6 108,954.47 \$ 5,218.83 97 \$ 6 90,633.36 \$ 4,347.31 97 \$ 6 70,683.13 \$ 3,398.25 97 \$ 6 49,000.93 \$ 2,366.73 97 \$ 6 25,478.13 \$ 1,247.60 97 \$ 6 0.00 \$ 35.39 97 \$	5 155,090.86 \$ 7,413.21 97 \$ 207.64 6 141,093.55 \$ 6,747.51 97 \$ 213.86 6 125,743.82 \$ 6,017.44 97 \$ 220.28 6 108,954.47 \$ 5,218.83 97 \$ 226.89 6 90,633.36 \$ 4,347.31 97 \$ 233.70 6 70,683.13 \$ 3,398.25 97 \$ 240.71 6 49,000.93 \$ 2,366.73 97 \$ 247.93 25,478.13 \$ 1,247.60 97 \$ 255.36 6 0.00 \$ 35.39 97 \$ 263.03	5 155,090.86 \$ 7,413.21 97 \$ 207.64 \$ 141,093.55 \$ 6,747.51 97 \$ 213.86 \$ 213.86 \$ 125,743.82 \$ 6,017.44 97 \$ 220.28 \$ 108,954.47 \$ 5,218.83 97 \$ 226.89 \$ 90,633.36 \$ 4,347.31 97 \$ 233.70 \$ 70,683.13 \$ 3,398.25 97 \$ 240.71 \$ 49,000.93 \$ 2,366.73 97 \$ 247.93 \$ 255.36 \$ 25,478.13 \$ 1,247.60 97 \$ 255.36 \$ 35.39 97 \$ 263.03

CEDARS OF DEXTER

DEVELOPMENT AGREEMENT

THIS AGREEMENT is made this 20th day of December 2007, by and between the Village of Dexter, a Michigan municipal corporation, of 8140 Main Street, Dexter, Michigan 48130 ("Village"), and United Methodist Retirement Communities, Inc., a Michigan non-profit corporation, of 805 West Middle Street, Chelsea, Michigan 48118 ("Developer").

- A. WHEREAS, certain land owned by the Developer in the Township of Webster has been conditionally transferred into the Village effective on the filing date with the Office of the Great Seal of the State of Michigan on December 29, 2006, pursuant to Exhibit 8 attached hereto, to be known as Cedars of Dexter, which land encompasses 14.78 acres of land, located on Island Lake Drive, in the Village of Dexter, Washtenaw County, Michigan and described in Exhibit 1 attached hereto,
- B. WHEREAS, Developer intends to develop the land for not more than sixty (60) senior housing attached residential rental units, one (1) community center of approximately 8,085 square feet and one (1) caretakers unit; and
- C. WHEREAS, the Developer desires to build all on-site and off-site infrastructure such as, but not limited to water mains, sanitary sewers, storm sewers, drainage facilities, driveways, roads, parking lots, sidewalks, curbs and gutters, street lighting and site amenities without the necessity of special assessments by the Village.

NOW, THEREFORE, in consideration of the mutual covenants between the Village and the Developer contained in this Agreement, the parties, intending to be legally bound, hereby agree as follows:

SECTION 1. DEFINITIONS

For the purposes of this Agreement, the following terms and phrases shall be defined as described below:

1.1 <u>Approved Area Plan/Preliminary Site Plan</u>: The Area Plan/Preliminary Site Plan approved by the Village Council governing Planned Unit Development Projects, on November 27, 2006, and attached hereto as <u>Exhibit 2</u>.

- 1.2 <u>Buildings</u>: The approximately sixty (60) senior housing attached residential rental units, the one (1) community center approximately 8,085 square feet and the one (1) caretaker's unit, all to be constructed by the Developer on the Property.
- 1.3 <u>Developer</u>: United Methodist Retirement Communities, Inc., a Michigan non-profit corporation, of 805 West Middle Street, Chelsea, Michigan 48118, its successors and/or assigns. In the event of a transfer of ownership, the Developer, as defined above, shall remain responsible for the performance of any of its obligations hereunder that have matured and are unperformed as of the date of transfer.
- 1.4 <u>Final Site Plan</u>: The detailed site plan and related drawings of the Project submitted and reviewed by the Village in accordance with Article 21, Section .04-E, of the Village Zoning Ordinance and attached hereto as <u>Exhibit 6</u>, as approved by the Village Council on September 24, 2007.
- 1.5 <u>Improvements</u>: The Buildings, Infrastructure Improvements and the Site Improvements, collectively.
- 1.6 <u>Infrastructure Improvements</u>: The infrastructure and site improvements required for the Project that will be dedicated to the Village upon completion, including without limitation, the underground sanitary sewer and water lines to the point of private taps in the Project.
 - 1.7 Parties: The Developer and the Village.
- 1.8 <u>Project</u>: The development on the Property of not more than sixty (60) senior housing attached residential rental units, one (1) community center approximately 8,085 square feet and one (1) caretakers unit, together with all necessary infrastructure and related improvements required by the Area Plan/Preliminary Site Plan and the approved Final Site Plan.
- 1.9 <u>Property</u>: Certain land located in the Village of Dexter along Island Lake Road that has been conditionally transferred from Webster Township as part of an existing PA 425 agreement signed in 1997, encompassing 14.78 acres of land, more or less, as more particularly described in <u>Exhibit 1</u> attached to this Agreement.
- 1.10 <u>Site Improvements</u>: The infrastructure and site improvements at the Project that will remain privately owned, whether by the Developer or its successors, upon completion, including without limitation, the roads, curbs, sidewalks and parking areas that service the Project
- 1.11 <u>Village</u>: The Village of Dexter, a Michigan municipal corporation, Washtenaw County, Michigan.
- 1.12 Zoning Ordinance: The Zoning Ordinance adopted by the Village and in effect as of the date of this Agreement and all amendments to the Zoning Ordinance that may be adopted

by the Village after the effective date of this Agreement, but only to the extent such amendments do not preclude development of the Project consistent with the terms of this Agreement, the Approved Area Plan/Preliminary Site Plan and the approved Final Site Plan.

SECTION 2. GENERAL DEVELOPER COMMITMENTS

- 2.1 <u>Final Site Plan Compliance</u>: The Developer agrees to develop and construct the Project as detailed on the approved Final Site Plan. Developer has prepared and submitted a proposed Final Site Plan for approval by the Village pursuant to Article 21 of the Zoning Ordinance that corresponds in all material respects to the Approved Area Plan/Preliminary Site Plan attached as <u>Exhibit 2</u>, except for minor differences resulting from the Village's requested modifications. To the extent there is a conflict between the Approved Area Plan/Preliminary Site Plan and the approved Final Site Plan, latter shall govern and control.
- 2.2 Zoning Ordinance Compliance: The Developer agrees to abide by and adhere to the Zoning Ordinance. To the extent there is a conflict between the Zoning Ordinance with either the Approved Area Plan/Preliminary Site Plan or the approved Final Site Plan, the Approved Area Plan/Preliminary Site Plan or approved Final Site Plan shall govern and control.
- 2.3 <u>Recreational Pathways</u>: The Developer agrees to use its best efforts to coordinate with adjacent property owners and jurisdictions to assure that future construction of pedestrian and bicycle pathways or open space, be permitted and constructed to connect with the Cedars of Dexter pathway network contemplated in the approved Final Site Plan. As part of its compliance with the open space requirements for the Project required by the Zoning Ordinance or approved Final Site Plan, the Developer will use its best efforts provide or obtain recreational opportunities appropriate for residents at the Project.
- 2.4 <u>Social Impact</u>: The Developer shall provide space within the Community Center for the Dexter Senior Center to gather for classes and functions on reasonable terms and conditions, allowing growth opportunities for the Dexter Senior Center. The Developer will provide transportation free of charge for its residents to the Dexter Senior Center for daily activities and classes in cooperation with the Dexter Senior Center.
- 2.5 <u>Compliance with Law</u>: Developer shall, at its own cost and expense, comply with all current laws, ordinances, requirements, orders, directives, rules and regulations of any governmental body (including without limitation all building codes and zoning ordinances) that apply to the Project during the course of its development.
- 2.6 <u>Project Tax Exemption</u>. If all or any portion of the Project should obtain an exemption from property tax, whether resulting from a change in ownership, change in use or change in the law, the Developer covenants and agrees to negotiate with the Village in good faith to reach agreement upon a payment-in-lieu of taxes from the Developer to the Village for emergency services to compensate for the loss to the Village in property tax revenues. The Parties agree that this provision will survive the expiration or other termination of this Agreement for a period of twelve (12) years from the date of this Agreement.

SECTION 3. PROJECT CONSTRUCTION

- 3.1 <u>Construction of the Improvements</u>. The Developer agrees to build and construct the Improvements all in accordance with the approved Final Site Plan and complete the Project in accordance with the approved Final Site Plan and as provided in Section 19.08 (D) 1 of the Zoning Ordinance not later than three (3) years after the date of this Agreement; provided, however, that the Village, acting in its sole discretion, may grant the Developer additional time to complete its obligations in accordance with Section 19.15 of the Zoning Ordinance upon a showing of good cause. Any such extension shall be documented by a written agreement between the Developer and the Village Council.
- 3.2 <u>Development Easements</u>. Developer agrees to record with the Washtenaw County Register of Deeds the landscaping and drainage easements necessary for the completion of the Site Improvements covering land adjacent to the Project granted by the Dexter Area Historical Society, each in the form that has been approved by the Village;
- 3.3 <u>Erosion Control</u>: The Developer shall install all site grading, soil erosion and sedimentation control improvements as required by the Washtenaw County Building Service Soil Erosion Section so that storm water from the Project will not flow from the Project onto any adjacent owners property at such a rate or in such amounts as to cause damage to adjacent development, as set forth under the Soil Erosion and Sedimentation Control Act, Part 91 of Act 451, except as might occur due to a major storm event, such as a 100 year storm.
- 3.4 <u>Landscaping</u>: The Developer shall landscape in accordance with the approved Final Site Plan. All trees and plants required by the Village shall be guaranteed for two (2) years after planting. All required landscaping shall be installed within six (6) months after the issuance of a Final Zoning Compliance (defined below); provided, however, that the Village may, at its discretion, require the Developer to post a performance guaranty bond if the landscaping is not completed due to weather conditions. The Developer shall also meet Article 6, Section 6.14 of the Village of Dexter Zoning Ordinance, the Village's tree replacement standards. After planting trees pursuant to the Zoning Ordinance, as shown on the approved Final Site Plan, the Developer shall contribute \$210,000 to the Village Tree Replacement Program or other fund as established by the Village Tree Board, and controlled by the Village. The Developer contribution noted above shall be due and payable upon the issuance of the thirtieth (30th) certificate of occupancy for units in the Project, but not later than eighteen (18) months after the date of the issuance of the first certificate of occupancy.
- 3.5 <u>Lighting</u>. The Developer agrees to submit the lighting layout as shown on the approved Final Site Plan to DTE Energy, Outdoor Lighting Division for its approval. Upon receipt from DTE of a fixed price contract for the approved lighting, the Village will inform the Developer of the cost. Developer shall remit to Village an amount equal to fixed cost of installing the streetlights and decorative outdoor lighting at the Project (the "Lighting Installation Payment"), at which point the Village will execute the fixed price contract for lighting with DTE, pay over to DTE an amount equal to the Lighting Installation Payment and undertake commercially reasonable efforts to secure the performance of DTE under the lighting contract.

- 3.6 <u>Inspections</u>. Developer will permit customary inspections of the Improvements to be performed by the Village engineering inspectors. Upon request, the Developer will provide such information as is reasonably requested by the Village inspectors with respect to the Improvements, including but not limited to testing results and engineering reports related to any of the Improvements. Developer will also reimburse the Village for the cost of the inspectors' reasonable, necessary and documented time for inspection of the Infrastructure Improvements, such amount to be paid by the Developer as a condition to the acceptance by the Village of a dedication of all or any portion of the Infrastructure Improvements and to the issuance of any certificate of occupancy for any portion of the Project.
- 3.7 <u>Rubbish Removal</u>: The Developer shall remove all discarded building materials and rubbish from the Project at least once each month during construction of improvements and within one (1) month of completion or abandonment of construction. No burning or burying of discarded construction material shall be allowed. At the Developer's discretion, material that can be environmentally recycled may be re-used on the Project.
- 3.8 Issuance of Zoning Compliance and Occupancy Certificates: Except as set forth below, the Village shall issue a certificate of final zoning compliance in the customary form (the "Final Zoning Compliance") for the Project when all Improvements required by this Agreement and the approved Final Site Plan have been completed in accordance with the terms and conditions of this Agreement. Notwithstanding the foregoing, the Village shall issue a Final Zoning Compliance for a portion of the completed Improvements at the Project that meet all generally applicable criteria for same for the sole purpose of allowing the Developer to obtain a certificate of occupancy in its customary form from the Village for a completed Building. In the event a Final Zoning Compliance is requested for any Building in the Project prior to completion of all Infrastructure Improvements required by this Agreement as set forth in the approved Final Site Plan, the Village may, in its sole and unfettered discretion, condition the issuance of such Final Zoning Compliance upon the delivery by the Developer of security in the form of a performance guarantee bond (cash deposit or irrevocable letter of credit) to the Village to ensure the completion of all Infrastructure Improvements required by the approved Final Site Plan that serve the applicable Building. The amount and form of any such performance guarantee bond shall be in accordance with the Resolution establishing performance guarantee amounts, attached hereto as Exhibit 5. No Final Zoning Compliance will be given for a Building unless any required performance guarantee bond is posted or all Infrastructure Improvements and Site Improvements serving such Building are completed. In the event the Developer is unable to meet these terms due to timing, weather, etc. prior to the request for a Final Zoning Compliance Certificate, the Developer agrees to post a Performance Guarantee Bond, in the form of a bond mutually agreeable to both parties, cash deposit or irrevocable letter of credit, for any of the foregoing improvements per Article 21 of the Village of Dexter Zoning Ordinance on a per building basis, except that the Developer shall have installed an all weather surface on the road before issuance of any full or partial Final Zoning Compliance Certificate.

SECTION 4. INFRASTRUCTURE IMPROVEMENTS

- 4.1 <u>Construction of the Infrastructure Improvements and Utilities</u>. The Developer agrees to build and construct the Infrastructure Improvements and all required utilities in accordance with the approved Final Site Plan.
- 4.2 <u>Inspections</u>: All inspections for the Infrastructure Improvements will be performed by the Village or such other public entity having jurisdiction, including without limitation Webster Township and the Washtenaw County Road Commission. All applicable, reasonable, necessary, and documented fees for such inspections of the Infrastructure Improvements shall be paid by the Developer.
- 4.3 <u>Sanitary Sewer Pump.</u> The Developer proposes to connect to the Westridge of Dexter Sanitary Sewer Pump Station. Connection to the sanitary pump station prior to 2010 currently requires that the Village reimburse Peters Building Co. (the original developer of the pump station) up to one half (50%) of the cost of the sanitary sewer pump station. The original cost to construct the sanitary pump station was \$120,680.00. To date the Village has reimbursed 24.4% (\$29,446.00) for the connection of Dexter High School. The construction of the Project would normally require the payment of the remaining \$30,894.00 for the ability to connect to the sanitary pump station prior to 2010 with Peters Building Co.; however, the Developer has obtained a letter from Peters Building Co. indicating a waiver of pump station connection reimbursement charges owed by the Village, a copy of which is attached to this Agreement as Exhibit 7.
- 4.4 <u>Water and Sewer Tap Fees</u>: The Developer agrees to pay all fees related to tapping into and using the public water and sewer systems (collectively, the "Tap Fees") as adopted by the Village and generally applicable on the date of this Agreement, which is Eight Thousand and 00/100 Dollars (\$8,000.00) per unit. Each unit will be calculated as one (1) REU/Tap. The Tap Fee will be calculated at 1 REU for the caretaker apartment and 0.2/1000 sq ft (calculation for a banquet) for the remainder of the community center.
- 4.5 Storm Water Detention Maintenance: The Developer shall not allow any part of the storm water detention area to remain in an unkempt condition. The Developer agrees to follow the detention basin maintenance schedule provided on the approved Final Site Plan and attached hereto as Exhibit 4. Maintenance of the vegetation shown in the plan shall be consistent with the species identified on the maintenance plan. The Village and/or Washtenaw County Drain Commissioner retain the right to assume maintenance of the storm water detention areas if the Developer fails to provide minimum maintenance consistent with the aforementioned standards after a ten (10) day written notice is sent to the Developer. Any and all costs (including interest at the rate of one percent (1%) over the prime rate established by National City Bank which shall accrue on the amount billed until paid) incurred by the Village and/or the Washtenaw County Drain Commissioner in such maintenance and enforcement of these provisions shall be billed to the Developer. The Developer hereby consents, to the placement of a lien against the Property by the Village if maintenance costs are not paid within sixty (60) days

of invoice date. The Village reserves the right to take any action it deems necessary to remedy any nuisance under the Village Nuisance Ordinance.

- 4.6 <u>Additional Drainage Requirements</u>: Before Developer may commence construction of the Infrastructure Improvements, suitable easement and/or maintenance agreements for drainage and/or storm system inspection, maintenance and repair must be approved by (i) all municipal entities having jurisdiction and (ii) all private entities owning real property where any portion of the Infrastructure Improvements are located.
- 4.7 Dedication: The Developer shall dedicate to the Village all Infrastructure Improvements that meet the criteria established by the Village and attached to this Agreement as Exhibit 3. Prior to any dedication of the Infrastructure Improvements, the Developer shall provide three (3) copies of record drawings (as-built drawings), showing that the Infrastructure Improvements have been constructed and installed per Village specifications, including any required detention areas and all necessary grading and paving prior to dedication. Developer also agrees to post a maintenance and guarantee bond in the amount of fifty percent (50%) of the actual final cost of the Infrastructure Improvements. Said bond shall be in effect for two (2) years subsequent to the acceptance by the Village of the dedicated Infrastructure Improvements. If the Infrastructure Improvements have been completed in compliance with the approved Final Site Plan, the Village shall accept dedication, but only (i) if the Developer is not otherwise in default past applicable grace and cure periods under this Agreement and (ii) after the Village engineers have inspected and approved the Infrastructure Improvements to determine their compliance with the applicable Village standards.

SECTION 5. PROJECT ROADS

- 5.1 <u>Status</u>: The roads within the Project will be private and remain private unless otherwise approved by the Village Council in connection with a Developer request to dedicate same. There shall be no obligation on the part of the Village to accept any such dedication.
- 5.2 <u>Traffic Control Order.</u> Developer will obtain a Traffic Control Order for the Project reasonably acceptable to the Village for the purpose of ensuring that the Michigan Uniform Traffic Code laws are enforceable by the Washtenaw County Sheriff's Department on the private roads within the Project. The Village agrees to cooperate as reasonably necessary to assist the Developer in obtaining a Traffic Control Order, provided that all fees, costs or charges are paid or reimbursed by the Developer.
- 5.3 <u>Signage</u>: The Developer agrees to install public and private road signs in accordance with the approved Final Site Plan. The Developer agrees to post "No Parking This Side of Street" signs on one side of each street. Unless the approved Final Site Plan specifies a contrary standard, all signage shall meet the requirements of the Michigan Manual of Uniform Traffic Control Devices.
- 5.4 <u>Island Lake Road Right-of-Way</u>: Prior to the commencement of any construction of the Infrastructure Improvements, the Developer must obtain access approval onto Island Lake

Road from the Washtenaw County Road Commission and incorporate the approved plans into the Final Site Plan.

5.5 <u>Emergency Access Obligations</u>. The Developer shall provide an access easement and a service lead for an electrical connection for the emergency siren to be installed by the Village on an adjacent DTE Energy utility right-of-way. In addition, the Developer, at its sole cost and expense, shall install, maintain, repair, and replace break away bollards at all emergency access locations within the Project.

SECTION 6. PROJECT OPERATION, REPAIR AND MAINTENANCE

- Maintenance of Property: The Developer shall maintain, repair and replace all improvements at the Project including landscaping, drains and storm water detention facilities. The Developer will assure that public and common areas will be or have been irrevocably committed for that purpose and provide the Village with a means of legally enforcing such commitments reasonably satisfactory to the Village. The Project will be maintained in compliance with all regulations and standards applicable to retirement communities and operated in a first class manner. Grass in open lawn areas shall not exceed eight (8) inches in height. The Developer shall be responsible for the removal of snow from the walk to be located along Island Lake Road (as defined below) that will serve as a future sidewalk extension to connect the Project to the Village. Hazardous conditions caused by fallen trees and other dangerous circumstances shall be remedied within forty-eight (48) hours, weather permitting. Open excavations or open basements that are not part of current construction are not permitted and must be secured to prevent dangerous circumstances.
- 6.2 <u>Village Maintenance Rights</u>. The Village retains the right to assume maintenance of the Property if the Developer fails to provide minimum maintenance consistent with these aforementioned standards after a ten (10) day written notice is sent in accordance with the Village of Dexter Nuisance Ordinance. Any and all costs (including interest at the rate of one percent (1%) over the prime rate established by National City Bank which shall accrue on the amount billed until paid) incurred by the Village in such maintenance and enforcement of these provisions shall be billed to the Developer. The Developer hereby consents, to the placement of a lien against the Property by the Village if maintenance costs are not paid within sixty (60) days of invoice date. The Village reserves the right to take any action it deems necessary to remedy any nuisance under the Village Nuisance Ordinance.

SECTION 7. INDEMNIFICATION AND INSURANCE

7.1 <u>Indemnification</u>: The Developer shall defend, indemnify, and hold harmless the Village, together with its officers, employees, agents and assigns, against any and all claims, suits, demands, causes of action, liabilities, and judgments, whether for damages or equitable relief, arising out of: (i) any alleged negligent act(s) by the Developer or its agents, successors and assigns, concerning the Project; (ii) any breach of this Agreement by the Developer; (iii) the Developer's improvements or access to public rights-of-ways, utilities or other public infrastructure with respect to the Project; or (iv) any other claims otherwise arising out of this

Agreement or concerning the Project, except as set forth in Section 7.2 not caused by or arising from the negligence or willful misconduct the Village. The Developer shall indemnify the Village for all damages and reasonable costs associated with the defense of such claims or suits, including reasonable attorney fees. In the event any legal action or administrative proceeding is brought against the Village by reason of any such claim, the Village shall be entitled to retain counsel.

7.2 <u>Limitation</u>. The indemnification provided by the Developer in Section 7.1 shall not apply to claims, suits or damages arising out of the Village's negligence, the Village's failure to perform contractual obligations or the Village's violations of local, state or federal laws.

SECTION 8. VILLAGE OF DEXTER COMMITMENTS

- 8.1 <u>PA 425 Conditional Transfer</u>: The Developer's land (14.78 acres) has been conditionally transferred to the Village pursuant to the 1997 PA 425 Conditional Transfer Agreement with Webster Township, as is evidenced by <u>Exhibit 8</u> attached hereto. The Developer has received approval of the Land Division from Webster Township.
- 8.2 <u>Inspection</u>: The Village agrees to provide timely and reasonable Village inspections as may be required during construction of the Improvements.
- 8.3 <u>Recordation</u>: The Village agrees to cooperate in the recordation of this Agreement with the Washtenaw County Register of Deeds. However, the Developer shall ensure the timely recordation of this Agreement, and forward copies of the recorded Agreement to the Village Clerk and the Webster Township Clerk.
- 8.4 <u>Issuance of Permits</u>: The Village agrees to issue Final Zoning Compliance on the terms and conditions generally applicable under the Zoning Ordinance at the time Developer makes a request for same as provided in section 3.8 above.
- 8.5 <u>Acceptance of Dedication</u>: The Village agrees to accept dedication of public infrastructure to the public provided the Developer has complied with the requirements of Section 4.7 above.
- 8.6 <u>Issuance of Taps</u>: The Village agrees to provide sanitary sewer and water taps to serve not more than sixty (60) senior housing attached residential rental units, one (1) caretaker unit and one (1) 8,085 square foot community center in accordance with the approved Final Site Plan. The Developer acknowledges and agrees that (i) the Village cannot guarantee when water and sanitary sewer capacity within the Village limits will be available for this Project and that Developer is proceeding at its own risk and (ii) the Developer shall pay all fees or charges under Section 4.4 above in connection with any taps that may be provided by the Village on the same terms and conditions generally applicable to such requests in the Village.
- 8.7 <u>UMRC Tree Contribution</u>. The Village shall establish a Tree Replacement Program and maintain it in compliance with applicable law and good accounting practice.

SECTION 9. CONDITIONS

- 9.1 <u>Island Lake Road Access</u>: The Parties acknowledge that the Project requires access to and from Island Lake Road, which is under the jurisdiction of the Washtenaw County Road Commission. This Agreement is subject to a condition subsequent that the Washtenaw County Road Commission grant an access point to the Project.
- 9.2 <u>Landscaping Easement</u>: The parties acknowledge that the Project proposes an easement for landscaping and storm water detention on property owned by the Dexter Area Historical Museum. This agreement is subject to a condition that an easement agreement for both Landscaping and Detention be reviewed, approved and recorded by the Village and the Dexter Area Historical Society.

SECTION 10. DEFAULT AND REMEDIES

- 10.1 Default by Developer. The occurrence of any of the following events shall be a default by Developer under this Agreement: (i) Developer fails to pay when due (or within thirty (30) days after written notice of such failure to pay from the Village to Developer) any payment obligations to the Village under this Agreement, (ii) Developer fails to cure its failure to perform any other covenant, agreement, obligation, term or condition set forth in this Agreement within thirty (30) days after written notice thereof from Village to Developer; provided, however, that if such default is susceptible of cure but such cure cannot be accomplished with reasonable diligence within thirty (30) days, then, so long as the Developer commences to cure such default promptly after receipt of notice thereof from Village, and thereafter prosecutes the curing of such default with reasonable diligence, such period of time shall be extended for such period of time as may be necessary to cure such default with reasonable diligence, (iii) Any material representation or warranty made in this Agreement or in connection with any application or commitment relating to the Project is materially false or misleading in any material respect at the time made, and the same has a materially adverse affect on the Project, (iv) a failure by the Developer to pay the property taxes levied against the Project or (v) any dissolution, termination, or partial or complete liquidation of Developer prior to completion of the Project.
- 10.2 <u>Remedies of Village</u>. In the event of a default by the Developer under this Agreement, the Village may pursue all rights and remedies available at law or in equity, including without limitation (i) the right to terminate this Agreement, (ii) the lien rights specifically set forth in this Agreement and (iii) the right to refuse any dedication by the Developer of the Infrastructure Improvements.
- 10.3 <u>Default by the Village</u>. The occurrence of any of the following events shall be a default by the Village under this Agreement: (i) Village fails to pay when due (or within ten (10) days after written notice of such failure to pay from the Developer to the Village) any payment obligations to the Developer under this Agreement, (ii) Village fails to cure its failure to perform any other covenant, agreement, obligation, term or condition set forth in this Agreement within thirty (30) days after written notice thereof from Developer to Village; <u>provided</u>, <u>however</u>, that if such default is susceptible of cure but such cure cannot be accomplished with

reasonable diligence within thirty (30) days, then, so long as the Village commences to cure such default promptly after receipt of notice thereof from Developer, and thereafter prosecutes the curing of such default with reasonable diligence, such period of time shall be extended for such period of time as may be necessary to cure such default with reasonable diligence, or (iii) any material representation or warranty made in this Agreement is materially false or misleading in any material respect at the time made, and the same has a materially adverse affect on the Project.

10.4 <u>Remedies of Developer</u>. In the event of a default by the Village under this Agreement, the rights and remedies of the Developer shall be limited to (i) termination of this Agreement upon written notice to the Village and (ii) actual damages. The Village shall not be liable to the Developer for any consequential or speculative damages under any circumstances.

SECTION 11. MISCELLANEOUS PROVISIONS

- 11.1 Agreement Runs with Land: This Agreement shall run with the Property and bind and inure to the benefit of all subsequent owners of all or any portion of the Property.
- 11.2 <u>Future Rights-of-Way</u>: The Developer irrevocably waives any objections to future right-of-way improvements within the sixty (60) foot half road rights-of-way adjacent to the Property made or approved by the Village, Washtenaw County or the Washtenaw County Road Commission located along Island Lake Road or Dexter Pinckney Road. Developer acknowledges and agrees that the Village will have all rights available at law or in equity to enforce this waiver, including without limitation the award of injunctive relief.
- 11.3 <u>Amendments</u>: Amendments to the Final Site Plan and this Agreement must be reviewed and approved by the Village Council in accordance with its Ordinance.
- 11.4 <u>Binding Effect</u>: Upon the approval by the Village of the Final Site Plan, the covenants, agreements, terms, provisions and conditions of this Agreement shall bind and benefit the several respective representatives, successors and assigns of the Parties. The obligations of the Developer contained herein shall be binding on successors and assigns in ownership of the Project. If the Developer is comprised of more than one person or entity, such persons or entities shall be jointly and severally liable for the obligations of the Developer under this Agreement.
- 11.5 <u>Transfer of Agreement</u>: In the event the Developer transfers the Property in bulk, the Developer agrees to provide the Village with a copy of the deed the Developer delivers to any such transferee, which deed shall be expressly subject to this Agreement.
- 11.6 <u>Severability</u>: The unenforceability, invalidity or illegality of any provision of this Agreement shall not render the other provisions of this Agreement unenforceable, illegal or invalid.
- 11.7 <u>Whole Agreement</u>: This Agreement contains all of the agreements of the parties and cannot be amended or modified except by the mutual consent of the parties in writing.

[signatures on the following page]

IN WITNESS WHEREOF, the parties have set their hands and seals the day first above written. This Agreement is not intended to create contractual right for third parties. It may be enforced, amended or rescinded only by the parties or their successors in interest.

Unit	VELOPEI ted Metho a Michig	dist Reti			munities, ation	VILLA Village corpor	e of Dexte	r, a Mi	ichigan munic	cipal
By:_			<u></u>		· .	Ву:	Charre V	aouah	, Village Pres	idant
Its:_	···				-		Shawh K	cougn	, village Fies	ident
		•	•			Ву:	David F.			
							David F.	Boyle,	, Clerk	
STA	TE OF M	ПСНІGА	N, CO	UNT	Y OF WASH	TENAW	7 .			
On					December,					
Reti	rement Co	ommunit	ies, Inc	., a M	the ichigan non-	profit co	rporation,	on bel	nalf of the cor	poration.
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STATE OF MICHIGAN, COUNTY OF WASHTENAW

On this	day of December, 2007, before me personally appeared Shawn Keough and David
F. Boyle,	of the Village of Dexter, to me known to be the persons who executed this foregoing
instrumen	t, and to me known to be the President and Clerk, respectively, of said Village of
Dexter an	d acknowledged that they executed the foregoing instrument as such officers as the free
act and de	ed of said Village of Dexter by its authority.

, Notary Public	
County, Michigan	
Acting in Washtenaw County	
My Commission Expires:	

Prepared by: Allison Bishop, Community Development Village of Dexter 8140 Main Street Dexter, Michigan 48130 After Recording Return To: Donna Dettling, Village Manager Village of Dexter 8140 Main Street Dexter, Michigan 48130

EXHIBIT 1 PROPERTY LEGAL DESCRIPTION

PARCEL IA

Property located in the Township of Webster, Washtenaw County, Michigan, described as follows: Commencing at the Southwest corner of Section 31, T1S, R5E, Webster Township, Washtenaw County, Michigan, thence N02°53'00"W 364.46 feet along the West line of said Section 31 to the POINT OF BEGINNING; thence continuing N02°53'00"W 1181.66 feet along the West line of said Section 31; thence S62°31'28"E 284,56 feet along the centerline of Island Lake Road; thence S56°57'50"E 852.64 feet along the centerline of Island Lake Road; thence S21°25'18"W 152.69 feet; thence S23°51'02"W 78.23 feet; thence S62°10'51"W 101.34 feet; thence N80°37'20"W 89.25 feet; thence S62°49'21"W 268.00 feet; thence S01°39'33"E 106.36 feet; thence S77°50'09"W 109.10 feet; thence S63°39'40"W 145.16 feet; thence S82°49'30"W 172.00 feet to the Point of Beginning. Being a part of the Southwest 1/4 of Section 31, T1S, R5E, Webster Township, Washtenaw County, Michigan and containing 14.78 acres of land, more or less. Being subject to the rights of the public over the Southwesterly 33 feet of Island Lake Road. Also being subject to easements and restrictions of record, if any.

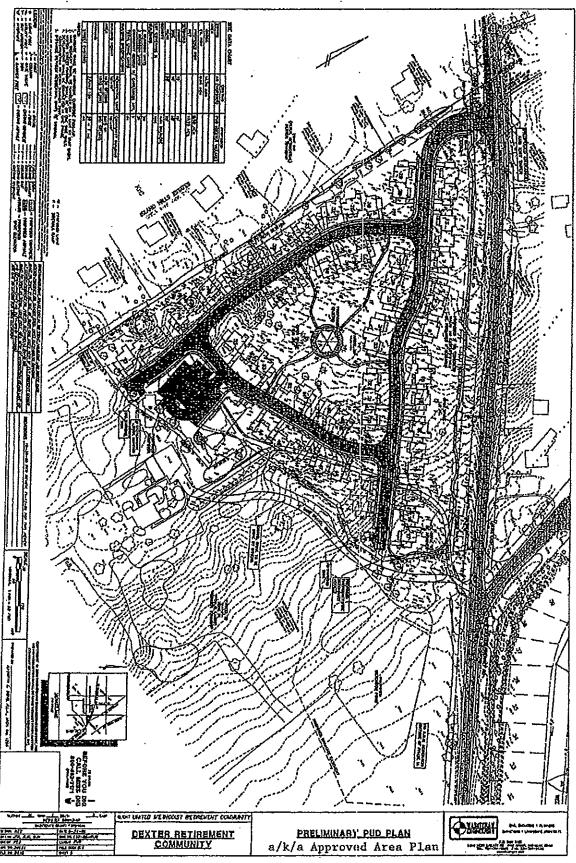


EXHIBIT 3

VILLAGE OF DEXTER Dedication of Public Streets and Utilities

Upon the completed installation of streets and or water, sewer, storm utilities by a developer, the Village <u>will consider</u> the acceptance of the streets and utilities as public. The following is a checklist for the dedication process.

- 1. Inspections Inspections for asphalt or concrete roads will be performed after construction of buildings are complete unless special arrangements are made and approved by the Village*(see page 2). Inspection of asphalt roads must be performed prior to placing the final wearing course. Prior to inspections of new roads, the developer shall provide copies of compaction testing, aggregate base thickness measurements, and asphalt thickness measurements. Verification that adequate inspection and testing of water and sewer mains occurred during the project will be necessary. This work is the responsibility of the developer, and the results will be submitted to the Village for review. The Village Community Development Office (CDO) will also conduct a final site inspection upon request from the developer. The CDO will inspect for site plan compliance, including but not limited to, landscaping, open space, signage, etc. After review, the Village Engineer, and the Department of Public Services (DPS) shall also conduct an on-site inspection. OHM and the DPS will issue Punch lists. Upon completion of punch lists correspondence accepting the project will be issued by OHM and DPS. Final acceptance will proceed when the following documents have been issued:
 - a.) A letter from OHM stating completion of the punch list, acceptance of the project, and correspondence indicating that OHM supports dedication of the project.
 - b.) A letter from the Superintendent of Public Services stating completion of the punch list, acceptance of the project, and correspondence indicating that DPS supports dedication of the project.
 - c.) A final inspection correspondence from the Community Development Manager stating completion of the site plan punch list, acceptance of the project and correspondence indicating that the CDO supports dedication of the project.
- 2. Maintenance/Repair if any problems are identified by the on-site inspection (punch list) and or the review of the test or roadway data, the developer must correct these problems before the process can continue. Once all problems on the punch list have been corrected, the wearing course for asphalt roads is placed.
- 3. Survey The applicant must provide Sealed Engineer's drawings of the roadway sections and underground utilities proposed for dedication as public in each new development. The applicant must also provide written legal descriptions of the streets, underground utility easements and/or other easements. This information shall be provided on 8 ½ x 14 legal size paper.
- 4. Maintenance and Guarantee Bond A two-year Maintenance and Guarantee Bond in the amount equal to one half of the cost of construction of the public utilities, roadway pavement, sidewalks, curb, gutter, water mains, sanitary sewers and storm drains shall be posted by the

. 3/28/03

This document is intended to be a guide for the dedication process, and has not been adopted as a formal policy. The Village continues to evaluate the effectiveness of this process, and may from time to time enhance this process to better serve the public.

developer with the Village. The amount of this bond will be based on either the signed contract for the work or on an estimate by a professional engineer. The basis of the bond amount shall be submitted to the Village for review prior to the posting of the Maintenance and Guarantee Bond. An extended term on the Bond will be required for developments in which less than 100% of the buildings are constructed. Details of this requirement appear on page 2 under special arrangements.

- 4. Review and approval of Dedication by Legal Counsel. Legal Counsel will review the dedication documents and provide support for the dedication, prior to Village Council accepting dedication.
- 5. Resolution by Village Council After all required information has been provided, reviewed and accepted by the Village and/or their representatives; Village Council will consider a resolution to accept public infrastructure. This resolution must accompany the Act 51 application, which will be completed by the Village Street Administrator.
- *Special arrangements: The Village will ordinarily not accept streets until construction of all buildings is substantially complete, so that heavy construction vehicles do not destroy the integrity of the new streets. Many developers install all but the wearing course of asphalt during construction. When they are ready to dedicate the streets, they lay the final wearing course.

If a developer desires to dedicate prior to the completion of construction of all buildings, the developer may request that the Village accept early dedication. In such cases, the developer must agree to extend the term of the Maintenance and Guarantee Bond according to the schedule below. The Village Council may waive the necessity of an extended term, impose additional conditions, or refuse to accept dedication.

If, Council accepts dedication prior to substantial completion of home construction on the site, the developer will be required to maintain the roadways until 50% of the homes are built. It is understood that maintenance will include snow removal and salting as well as general maintenance and upkeep of the roadways.

The Village Engineer shall inspect the site prior to the expiration of the Maintenance and Guarantee Bond, and report to the Village the condition of the roadway/appurtenances.

```
100% Complete
90% to 99% Complete
80% to 89% Complete
70% to 79% Complete
60% to 69% Complete
50% to 59% Complete
Anything under 50%
2-Year Bond
6-Year Bond
7-Year Bond
8-Year Bond
8-Year Bond
```

The Village retains the right to withhold dedication for sites less than 50% complete.

3/28/03

2

This document is intended to be a guide for the dedication process, and has not been adopted as a formal policy. The Village continues to evaluate the effectiveness of this process, and may from time to time enhance this process to better serve the public.

The developer will be required to provide documentation of the number of lots, vacant and built as part of the dedication submittal. The developer may request to replace the initial Bond for a reduced term, if 100% of the site is completed and more than 2-years remain on the initial bond term.

3/28/03

3

This document is intended to be a guide for the dedication process, and has not been adopted as a formal policy. The Village continues to evaluate the effectiveness of this process, and may from time to time enhance this process to better serve the public.

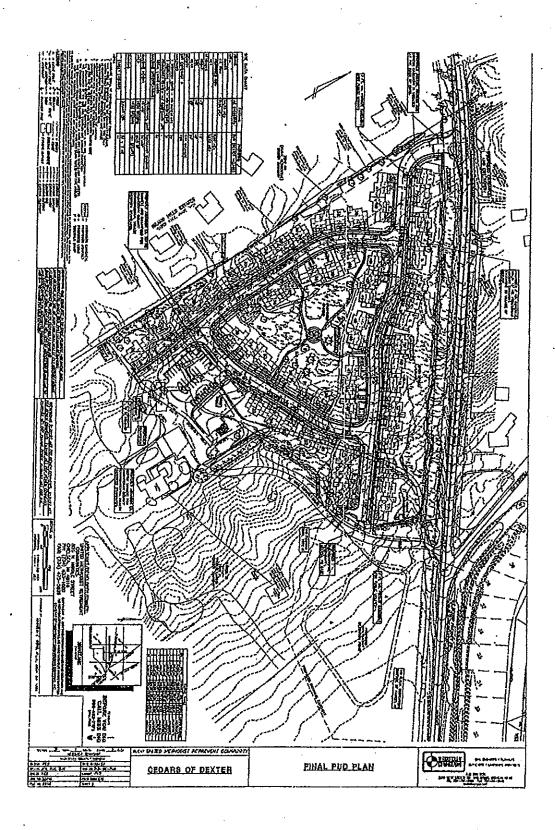
EXHIBIT 4
STORM WATER DETENTION AREA LANDSCAPE MAINTENANCE PLAN

				ΕX	HIBIT	4	,			
STORM	WATER	DETE	NTIO				APE I	VAINT	ENA	ICE PLAN
	PERMAI			TENA						
	Emergency Overflow	Storm Detention Areas	Filtration Basins	Rip-Rap	Outflow Control Structures	Ditches & Swales	Catch Basin Inlet Casings	Catch Basin Sumps	Storm Sewer System	COMPONENTS:
TASKS:		 		·-		<u> </u>			-	SCHEDULE:
Inspect for sediment accumulation		х	х		х	х		х	х	Annually
Removal of sediment accumulation		X	X		х	x		х	×	Every 2 Years as Needed
inspect for floatables and debris	_	X	X		x	x	· x			Annually
Cleaning of floatables and debris		Х	х		X	x	x	<u> </u>		Annually .
Inspection for erosion		X	X		Х	Х			ļ	Annually
Re-establish permanent vegetation		X	Х		,	Х				As needed
on eroded slopes		Ľ				<u> </u>		·	<u> </u>	
Replacement of Stone		<u> </u>			Х					As Needed .
Mowing		x	х			X				0 to 2 times per year
Inspeci Stormwaler System	- -:	 				<u> </u>	<u> </u>	1		A
components during wet weather	_X_	<u> x</u>	<u>X</u>	<u>X</u>	<u>X</u>	<u>X</u> .	<u> </u>	X	<u> </u>	Annually
and compare to as bulk plans		 				Ė		 	\vdash	
(by Professional Engineer)		 				<u> </u>			\vdash	la pandad
viake adjustments or replacements as determined by annual wet	Y	Y	x	×	x	x	x	x	Y	As needed
weather inspection			_^_		^			<u> </u>		
Keep records of all inspections							·			Annually
and maintenance activities										•
Geep records of all costs for inspections										Annually
mainlenance and repairs										
"As needed" means when sediment has coumulated to a maximum of one foot depth.		•								

EXHIBIT 5

RESOLUTION FOR THE PUPROSE OF ESTABLISHING PERFORMANCE ESCROW AMOUNTS

•	
Minutes Michigan	of a regular meeting of the Village Council of the Village of Dexter, County of Washtenaw, State of , held on the 8th day of December 2003, Hastern Daylight Tirce.
Presen	T: Coy, Carson, Seta, Walters, Semifero
ABSENT	.1 11
supported	the following preamble and resolution were offered by Member Seta and by Member Carson :
(the "Vill	VHEREAS, the Village Council of the Village of Dexter, County of Washtenaw, State of Michigan lage"), has determined it necessary to establish an escrow account to ensure compliance with on and final site plan standards, a performance escrow and the fees below have been established;
N UNFINI\$	NOW, THEREFORE, BE IT RESOLVED THAT THE FOLLOWING FBES APPLY TO HED SITE WORK:
1.	Public Sidewalk escrow shall be \$45.00 per Lineal Foot
2.	Street Tree escrow shall be \$300.00 per street tree
3.	Other Site Landscaping escrow shall be \$150.00 per shrub and \$300.00 per tree
4.	Sod/Seeding escrow shall be \$3.00 per square foot
5,	Pinal Grading escrow shall be \$700.00
6.	Screening Fence escrow shall be \$20.00 per Lineal Poot
7.	Dumpster Screen escrow shall be \$3000.00
8.	Pavement escrow shall be \$400.00 per parking space or \$400.00 per 160 square feet
9.	Other - Other incomplete site work escrow amounts shall be based on invoice provided by applicant.
AYES;	Carson, Seta, Walters, Semifero, Coy
NAYS:	
RESOLUT	ION DECLARED ADOPTED
THIS 81 D	AY OF December 2003





PETERS BUILDING CO.

172 S. INDUSTRIAL DRIVE • P.D. BOX 577 SALINE, MICHIGAN 48176 www.petersbuilding.com EXHIBIT 7

(734) 429-4200

FAX: (734) 429-2678

RESIDENTIAL • COMMERCIAL • DEVELOPMENT

December 14, 2007

Ms. Donna Dettling Village of Dexter 8140 Main Street Dexter, MI 48130

RE: WESTRIDGE OF DEXTER PUMP STATION REIMBURSEMENT

Dear Ms. Dettling:

Please accept this letter as Peters Building Co. authorization to waive reimbursement fees in the amount of \$30,894.00 due to our company for the connection to the Westridge of Dexter Sanitary Sewer Pump Station by the United Methodist Retirement Community, Inc. for the project consisting of 60 senior housing units, and one caretakers unit and 6,500 sq. ft. community center, also known as the Cedars of Dexter.

Peters Building Co. authorization to waive the reimbursement of the fees referenced above applies only if both the Village of Dexter and the United Methodist Retirement Community, Inc. have reached and entered into a development agreement for the Cedars of Dexter that is acceptable to both parties on, or before January 31, 2008.

Please feel free to contact me at your earliest convenience at (734) 429-4200.

Sincerely.

James G. Haeussler

President

JGH/lmr



STATE OF MICHIGAN Terri Lynn Land, Secretary of State DEPARTMENT OF STATE LANSING

February 16, 2007

Allison Bishop, AICP Community Development Manager Village of Dexict 8140 Main Street Dexter, MI 48130-1092

RE:

Conditional Transfer of the Dexter Area Historical Society parcel

Job number 06-431

Dear Ms. Bishop:

This letter serves to acknowledge that the changes and or corrections to property descriptions for Job Number 06-431, described as Doxter Area Historical Society parcel, have been reviewed and accepted by the Michigan Department of Transportation (MDOT), and will be published in an upcoming edition of the Michigan Public and Local Acts.

The original filing date with the Office of the Great Seal on December 29, 2006 of the of conditional transfer of Property pursuant to Public Act 425 of 1984, as amended, from Webster Township to the Village of Dexter, shall remain as the effective date of this boundary change.

Sincerely.

Donald L. Biggs, Analyst

Legal Policy and Procedures Section

517-335-6720

co: Webster Township Clerk

Washtenaw County Clerk

Michigan Department of Labor and Economic Growth, State Boundary Commission

Michigan Department of Labor and Beonomic Growth, Liquor Control Commission

Michigan Department of Labor and Economic Growth, Office of Land Survey and

Remonumentation

Michigan Department of Information Technology, Center for Geographic Information

Michigan Department of Treasury, Office of Revenue and Tax Analysis

Michigan Department of Transportation, Bureau of Transportation Planning

U.S. Bureau of the Census

Office of the Great Seal Job Number 06-431

Corrected Property Description Job Number 06-431

Joint Resolution Number 28-2006

VILLEGES Washtenaw County

In the matter of the conditional transfer of certain property located in Webster Township to The Village of Dexter. Conditionally transferred in accordance with the provisions of Public Act 425 of 1984, as amended the following described property:

Commencing at the Southwest corner of Section 31, T1S, R5E, Webster Township, Washtenaw County, Michigan, thence N02°53'00"W 364.46 feet along the West line of said Section 31 to the POINT OF BEGINNING; thence continuing N02°53'00"W 1181.66 feet along the West line of said Section 31; thence S62°31'28"E 284.56 feet along the centerline of Island. Lake Road; thence S56°57'50"E 852.64 feet along the centerline of Island Lake Road; thence S21°25'18"W .152.69 feet; thence S23°51'02"W 78.23 feet; thence S62°10'51"W 101.34 feet; thence N80°37'20"W 89.25 feet; thence S62°49'21"W 268.00 feet; thence S01°39'33"E 106.36 feet; thence S77°50'09"W 109.10 feet; thence S63°39'40"W 145.16 feet; thence S82° 49'30"W 172.00 feet to the Point of Beginning. Being a part of the Southwest ¼ of Section 31, T1S, R5E, Webster Township, Washtenaw County, Michigan and containing 14.78 acres of land, more or less. Being subject to the rights of the public over the Southwesterly 33 feet of Island Lake Road. Also being subject to easements and restrictions of record, if any; and

Record of proceedings filed in the Office of the Secretary of State December 29, 2006

To:

ddettling@villageofdexter.org Phone (734)426-8303

Fax (734)426-5614

AGENDA

8140 Main Street **MEMO**

Dexter, MI 48130-1092

President Keough and Council From: Donna Dettling, Village Manager

Date: December 20, 2007

Re:

Request to designate Private Roads Public

At the December 10, 2007 Council meeting, Council postponed action on the Resolution to dedicate a portion of Cambridge Drive and all of Preston Circle public road. This action was taken in order to further address the concern that an undesired precedent for future dedication requests is not established.

Several enhancements were made to the Resolution to further address the waiver concern. Dan Schairbaum was asked to review the Resolution to advise if the changes were sufficient to protect the village from being compelled to grant future waiver requests. He feels this resolution will adequately protect the village from establishing an undesired precedent for future dedication requests.

-2007

RESOLUTION FOR THE DEDICATION AND ACCPTANCE OF PRIVATE ROADS AS PUBLIC ROADS WITHIN DEXTER CROSSING

Village of Dexter Washtenaw County, Michigan

WHEREAS, the Dexter Village Council, on behalf of the Village of Dexter, of 8140 Main Street, Dexter, Michigan 48130 (the "Village"), approved and accepted dedication of certain public roads and underground utilities in Plat 1 and Phases 2 through 5A, located in the Dexter Crossing Subdivision, located in the Village of Dexter, Washtenaw County, Michigan, on July 9, 2007; and

WHEREAS, the Dexter Crossing Subdivision includes two (2) private roads, commonly known as Preston Circle and a portion of Cambridge Drive, that were not dedicated to the public; and

WHEREAS, Dexter Crossing Homeowner's Association, Inc. (the "Homeowner's Association") has requested acceptance and dedication of the two (2) private roads as public by the Village; and

WHEREAS, the Village's engineers have inspected and recommended acceptance of the private roads although they may not meet the Village's current public road or right-of-way standards; and

WHEREAS, the Village's staff has inspected and recommended acceptance of the private roads although they may not meet the Village's current public road or right-of-way standards; and

WHEREAS, upon careful consideration of the circumstances, the Village has decided to waive the requirement that a letter of credit or bond be provided by the Homeowner's Association in connection with the maintenance and repair of the roads being dedicated; and

WHEREAS, these roads have been in service for approximately 12 years and the integrity and useful life of these roads is not in question; and

WHEREAS, the Village does not want to create an undue financial burden for the Homeowner's Association or the residents of the Dexter Crossing Subdivision, who are ill prepared to take on the financial responsibility of posting a bond or letter of credit for roads that are approximately 12 years old; and

WHEREAS, maintenance and repair guarantees are typically the responsibility of the developer, for which the developer can pass this cost upfront to the purchaser of a home and as such should not become a burden to homeowners after the fact; and

WHEREAS, the public utilities surrounding Cambridge Drive and Preston Circle have been dedicated as public and are covered by a 2 year letter of credit for maintenance and repairs; and WHEREAS, Cambridge Drive is partially dedicated and dedication of only a portion of the roadway creates practical difficulties for roadway maintenance, especially winter maintenance of the roadway; and

WHEREAS, the portion of Cambridge Drive and Preston Circle are the only private roadways within the Dexter Crossing development that are private, and the Village recognizes that this creates practical difficulties for roadway maintenance, especially winter maintenance of the roadways; and

WHEREAS, the waiver of the obligation to post a letter of credit or bond under these unique circumstances shall not establish a precedent that will permit or require the Village to issue similar waivers with respect to future public dedications of roads, right-of-ways, road infrastructure or utilities; and

WHEREAS, all other dedication standards have been met by the Homeowner's Association; and

WHEREAS, the Homeowner's Association has legal authority to quit claim the roads and right-of-ways to the Village; and

WHEREAS, the Village has agreed to accept the dedication of the private roads as public.

BE IT THEREFORE RESOLVED, that the Village accepts the dedication of the private roads, Cambridge Drive and Preston Circle, as public, as further described in Attachment A hereto, for any and all public uses.

AND BE IT FURTHER RESOLVED, that the Village will maintain and repair the roads as public.

AND BE IT FURTHER RESOLVED, that based on the specific circumstances and deliberations outlined above, the Village will not require the Homeowner's Association to post a bond or letter of credit in connection with this dedication.

MOVED BY:	SUPPORTED BY:
YEAS:	
NAYS:	
ABSENT:	
RESOLUTION DECLARED ADO	OPTED THIS DAY OF2007.
Shawn Keough, Village President	
CERTIFIED BY:	
David F. Boyle, Village Clerk	·

VILLAGE OF DEXTER



PETERS BUILDING CO.

172 S. INDUSTRIAL DRIVE • P.O. BOX 577 SALINE, MICHIGAN 48176 www.petersbuilding.com

(734) 429-4200

FAX: (734) 429-2678

RESIDENTIAL . COMMERCIAL . DEVELOPMENT

September 19, 2007

Village of Dexter 8140 Main Street Dexter, MI 48130

RE:

DEXTER CROSSING

DESIGNATION TO PUBLIC ROADS

ATTENTION: Donna Dettling, Village Manager, Jim Seta, Village President, and

Village of Dexter Council Members:

Pursuant to the Village of Dexter Council action taken on July 9, 2007 under new business agenda item L4 (Consideration for Dedication of Public Right of Way and Utilities for Dexter Crossing Plat 1, Phases 2-5a), we request that the designation of Cambridge Drive (Plat 1 and Phase 2) and Preston Circle (5a) be designated as public roads.

Thank you for your prompt attention to this matter.

Sincerely,

James G. Haeussler

President

JGH/psg



PETERS BUILDING CO.

172 S. INDUSTRIAL DRIVE • P.O. BOX 577 SALINE, MICHIGAN 48176 www.patersbuilding.com

(734) 429-4200

FAX: (734) 429-2678

RESIDENTIAL • COMMERCIAL • DEVELOPMENT

November 21, 2007

Village Of Dexter 8140 Main Street Dexter, MI 48130

RE:

DEXTER CROSSING

DESIGNATION TO PUBLIC ROADS

ATTENTION:

Donna Dettling, Village Manager, Jim Seta, Village President

and Village Of Dexter Council Members:

Pursuant to the Village of Dexter Council action taken on July 9, 2007 under new business agenda item L4 (Consideration For Dedication of Public Right of Way and Utilities for Dexter Crossing Plat 1, phases 2-5a), we request that the dedication of Cambridge Drive (Plat 1 and Phase 2) and Preston Circle (5a) be designated as public roads.

The Homeowners Association requests that the Village of Dexter accept the quit claim deeds to the two private roads without the need for a warranty or maintenance bond. These roadways were inspected by the Public Services Superintendent, Mr. Ed Lobedell, at the same time the other public roadways in the project were inspected and accepted by Mr. Lobdell.

Thank you for your continued efforts in regards to this matter. For questions I can be reached daily at the office (734) 429-4200.

Sincerely,

James G. Haeussler

President

QUITCLAIM DEED - CORPORATION OR PARTNERSHIP

Dexter Crossing Homeowners' Association, Inc., a Michigan non-profit corporation, whose address is P.O. Box 577, Saline MI 48176, quitclaims to The Village of Dexter, a Michigan municipal corporation, whose address is 8140 Main Street, Dexter MI 48130, the following property located in the Village of Dexter, Washtenaw County, Michigan:

SEE ATTACHED EXHIBIT A FOR DESCRIPTION AND MAP OF CAMBRIDGE DRIVE AS DEPICTED AND DESCRIBED ON MIDWESTERN CONSULTING SURVEY, JOB NO. 07245
SEE ATTACHED EXHIBIT B FOR DESCRIPTION AND MAP OF PRESTON CIRCLE AS DEPICTED AND DESCRIBEDON MIDWESTERN CONSULTING SURVEY, JOB NO. 02314

for the full consideration of less than \$100.00. This deed is given to dedicate these roads to public use.

Dated: November 3, 2007	Dexter Crossing Homeowners' Association, Inc.
	James G. Haeussler Its President
	Michigan, on November 29, 2007, by James G. Haeussler as chation, Inc., a Michigan non-profit corporation, on behalf of the Notary Public, like M. Ridenou-Washlenau County, Michigan

This instrument drafted by: Scott Broshar P41006 410 South Maple Road Ann Arbor, Michigan 48103

Recording fee: \$20.00

Send tax bills to:

Grantee

When recorded return to:

OUITCLAIM DEED - CORPORATION OR PARTNERSHIP

Blackhawk Development Corporation, a Michigan corporation, whose address is 7061 Dexter-Ann Arbor Road, Dexter MI 48130, quitelaims to Dexter Crossing Homeowners' Association, Inc., a Michigan non-profit corporation, whose address is P.O. Box 577, Saline MI 48176, the following property located in the Village of Dexter, Washtenaw County, Michigan:

SEE ATTACHED EXHIBIT A FOR DESCRIPTION AND MAP OF CAMBRIDGE DRIVE AS DEPICTED AND DESCRIBED ON MIDWESTERN CONSULTING SURVEY, JOB NO. 07245 SEE ATTACHED EXHIBIT B FOR DESCRIPTION AND MAP OF PRESTON CIRCLE AS DEPICTED AND DESCRIBEDON MIDWESTERN CONSULTING SURVEY, JOB NO. 02314

for the full consideration of less than \$100.00. This deed is given to dedicate these roads to public use.

Notary Public, Washtenaw Co.

Dated: November 2

Blackhawk Development Corporation, a Michigan corporation

au County, Michigan

Acknowledged before me in Washtenaw County, Michigan, on November 29, 2007, by Joseph V. Bonar, as President of Blackhawk Development Corporation, a Michigan corporation, on behalf of the corporation.

My commission expires:

This instrument drafted by:

410 South Maple Road

Ann Arbor, Michigan 48103

Recording fee: \$20.00

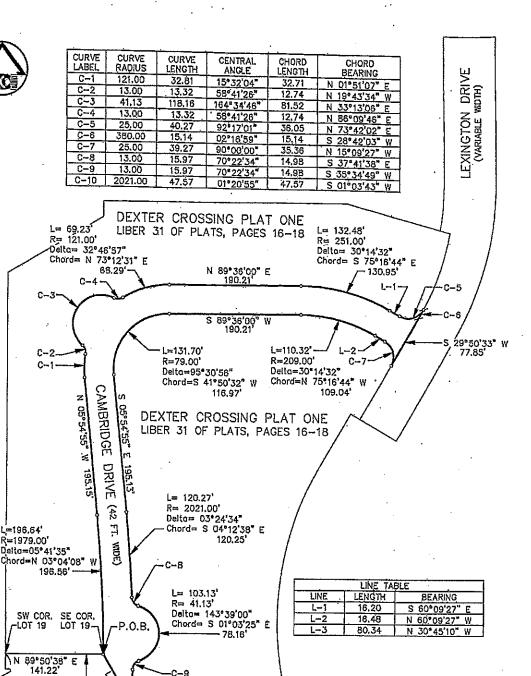
Scott Broshar P41006

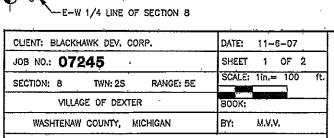
When recorded return to:

Grantee

Send tax bills to:







SKETCH OF CAMBRIDGE DRIVE, A 42' WIDE R.O.W. LOCATED IN DEXTER CROSSING PLAT ONE, VILLAGE OF DEXTER, T2S, R5E, WASHTENAW COUNTY, MICHIGAN

DWESTERN CONSULTING



815.97

ы

,36,17,

88

SOUTH LINE-

OF LOT 19 -N 00°09'22" W 1682,53'

W 1/4 COR. SECTION 8 TZS, RSE

Civil. Environmental and Transportation Engineers Planners, Surveyors Landscape Architects

3815 Plaza Drive Ann Arbor, Michigon 48108 Phone: 734,995,0200 Fox 734.995.0599

-10

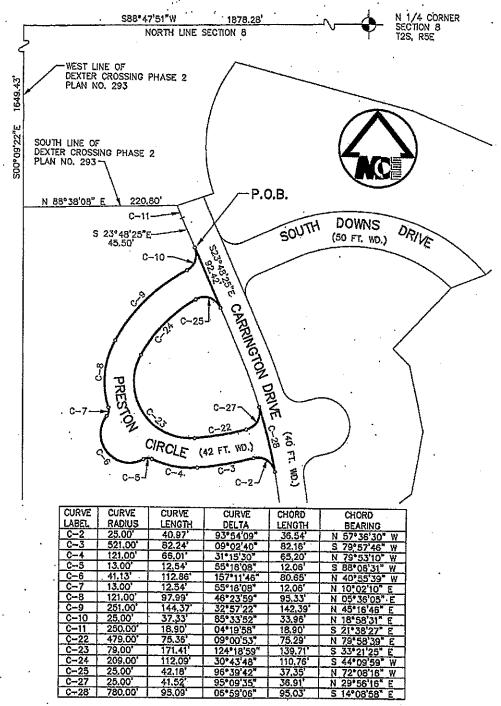
07245sy1

LEGAL DESCRIPTION OF A 42' WIDE RIGHT-OF-WAY COMMONLY KNOWN AS CAMBRIDGE DRIVE LOCATED IN THE NW 1/4 OF SECTION 8, T2S, R5E, VILLAGE OF DEXTER, WASHTENAW COUNTY, MICHIGAN

Commencing at the W 1/4 corner of Section 8, T2S, R5E, Village of Dexter, Washtenow County, Michigan, thence N 88°36'17" E 815.97 feet along the E-W 1/4 line of soid Section 8; thence N 00°09'22" W 1682.53 feet to the southwest corner of Lot 19 of Dexter Crossing Plat One as recorded in Liber 31 of Plats, pages 16-18; thence N 89°50'38" E 141.22 feet along the south line of said Lot 19 to the southeast corner of sold Lot 19 and the PCINT OF BEGINNING;

thence Northerly 196.64 feet in the orc of a non-tangential curve to the left, radius 1979.00 feet, central angle 05°41′35″, and chord N 03°04′08″ W 196.56 feet; thence N 05°54′55″ W 195.15 feet; thence Notherly 32.81 feet in the orc of a circular curve to the right, radius 121.00 feet, central angle 15°32′04″, and chord N 01°51′07″ E 32.71 feet; thence Northerly 13.32 feet in the orc of a circular curve to the left, radius 13.00 feet, central angle 15°32′04″, and chord N 10°51′07″ E 32.71 feet; thence Northersterly 118.16 feet in the arc of a circular curve to the right, radius 41.13 feet, central angle 164°34′46″, and chord N 33°13′06″ E 81.52 feet; thence Easterly 13.32 feet in the arc of a circular curve to the left, radius 13.00 feet, central angle 58°41′26″, and chord N 86°09′48″ E 12.74 feet; thence Easterly 69.23 feet in the arc of a circular curve to the right, radius 12.00 feet, central angle 30°14′32″, and chord N 73°12′31″ E 68.29 feet; thence Easterly 132.48 feet in the arc of a circular curve to the right, radius 251.00 feet, central angle 30°14′32″, and chord S 75°16′44″ E 13.0.95 feet; thence S 60°09′27″ E 16.20 feet; thence Easterly 40.27 feet in the arc of a circular curve to the left, radius 25.00 feet, central angle 92°17′01″, and chord N 73°42′02″ E 36.05 feet; thence Southwesterly 15.14 feet in the arc of a non-tangential curve to the right, radius 380.00 feet, central angle 92°10′01″, and chord N 73°42′02″ E 36.05 feet; thence Southwesterly 15.14 feet in the arc of a non-tangential curve to the left, radius 25.00 feet, central angle 90°0′00″, and chord N 15°09′27″ W 35.36 feet; thence N 60°09′27″ W 16.48 feet; thence Southwesterly 13.170 feet in the arc of a circular curve to the left, radius 25.00 feet, central angle 90°0′00″, and chord N 15°09′27″ W 35.36 feet; thence S 98°36′00″ W 190.21 feet; thence Southerly 103.13 feet in the arc of a circular curve to the left, radius 79.00 feet, central angle 95°50′56″, and chord S 04°12′38″ E 120.25 feet; thence Southerly 15.97 feet in the arc of

	• •
CLIENT: BLACKHAWK DEV. CORP.	DATE: 11-6-07
JOB NO.: 07245	SHEET 2 OF 2
SECTION: 8 TWN: 2S RANGE: 5E	SCALE: 1in.= 100 ft.
VILLAGE OF DEXTER	BOOK:
Washtenaw County, Michigan	BY; M.V.V.
MIDWESTERN CON	SULTING
Transportation Engineers And Planners, Surveyors Pho	



SKETCH OF PRESTON CIRCLE, A 42^{\prime} WIDE R.O.W. LOCATED IN DEXTER CROSSING PHASE 5A, VILLAGE OF DEXTER, T2S, R5E, WASHTENAW COUNTY, MICHIGAN

CLIENT: BLACKHAWK DEV. CORP. JOB NO.: 02314	DATE: 10-23-06 SHEET 1 OF 6
SECTION: 8 TWN: 2 S RANGE: 5 E	SCALE: 1in.= 100 ft. BOOK: #617
WASHTENAW COUNTY, MICHIGAN	BY: SRG
Tronsportation Engineers Ann Planners, Surveyors Phon	Plaza Drive utor, Michigan 48108

LEGAL DESCRIPTION OF A 42' WIDE PUBLIC RIGHT-OF-WAY COMMONLY KNOWN AS PRESTON CIRCLE LOCATED IN SECTION 8, T2S, R6E,
VILLAGE OF DEXTER, WASHTENAW COUNTY, MICHIGAN

Commencing at the N 1/4 comer of said Section 8; thence S 88°47'51" W, 1878.28 feet along the north line of said Section 8; thence S 00*09'22" E 1649.43 feet along the West line of Dexter Crossing Phase 2 Plan No. 293; thence N 88*38'08" E, 220.80 feet along the South line of said Dexter Crossing Phase 2 to a point on the West line of Carrington Drive (40 feet wide), thence along the Westerly right-of-way of said Carrington Drive in the following (2) courses; Southerly 18.90 feet in the arc of a circular curve to the left, radius 250.00 feet, central angle 04*19'58*, and chord S 21*38'27* E 18.90 feet, thence S 23*48'25* E 45.50 feet to the POINT OF BEGINNING;

thence S 23*48'25" E 92.42 feet;

thence Westerly 42.18 feet in the arc of a non-tangential curve to the left, radius 26.00 feet, central angle 96°39'42", and chord N72°08'16"W 37.35 feet;

thence Southwesterly 112.09 feet in the arc of a circular curve to the left, radius 209.00 feet, central angle 30°43'48", and chord \$ 44°09'59" W 110.76 feet:

thence Southeasterly 171.41 feet in the arc of a circular curve to the left, radius 79.00 feet, central angle 124*18'59*, and chord

radius 75.00 feet, central angle 124 1000 , and onotes S 33°21'25" E 139.71 feet; thence Easterly 75.36 feet in the arc of a circular curve to the left, radius 479.00 feet, central angle 09"00'53", and chord N 79"58'39" E 75.29 feet;

thence Northeasterly 41.52 feet in the arc of a non-tangential curve to the left, radius 25.00 feet, central angle 95*09'35*, and chord N 29°56'16" E 36.91 feet to a point on the West right-of-way line of said Carrington Drive;

thence Southerly 95,09 feet in the arc of a non-tangential curve to the right, radius 780.00 feet, central angle 06°59'05", and chord S 14°08'58" E 95.03 feet along the West right-of-way line of said Carrington Drive:

thence Northwesterly 40.97 feet in the arc of a non-tangential curve to the left, radius 25.00 feet, central angle 93°54'09°, and chord N 57°36'30° W 36.54 feet;

thence Westerly 82.24 feet in the arc of a circular curve to the right, radius 521.00 feet, central angle 09"02'40", and chord \$ 79"57'46" W 82.16 feet;

thence Westerly 66.01 feet in the arc of a circular curve to the right, radius 121.00 feet, central angle 31°15'30", and chord N 79°53'10" W 65,20 feet;

thence Westerly 12.54 feet in the arc of a circular curve to the left, radius 13.00 feet, central angle 55*16'08*, and chord S 88°06'31" W 12.06 feet;

thence Northwesterly 112.86 feet in the arc of a circular curve to the right, radius 41.13 feet, central angle 157*11'46", and chord N 40*55'39" W 80,65 feet;

thence Northerly 12.54 feet in the arc of a circular curve to the left, radius 13.00 feet, central angle 55°16'08", and chord N 10°02'10" E 12.06 feet:

thence Northerly 97.99 feet in the arc of a circular curve to the right, radius 121.00 feet, central engle 46°23'59", and chord N 05*36'05" E 95.33 feet;

thence Northeasterly 144.37 feet in the arc of a circular curve to the right, radius 251.00 feet, central angle 32*57'22*, and chord N 45*16'46" E 142,39 feet:

thence Northerly 37.33 feet in the arc of a circular curve to the left, radius 25.00 feet, central angle 85'33'52", and chord N 18°58'31" E 33.96 feet to the POINT OF BEGINNING, being a part of the NW 1/4 of Section 8, T2S, R8E, Washtenaw County, Michigan, and containing 0.52 acres of land, more or less, subject to easements and restrictions of record, if any.

CLIENT:	BLACKHAWK DEV. CORP.	DATE:	10-23-06	5
108 NO.:	02314	SHEET	2 OF	6
SECTION:	8 TWN: 2 S RANGE: 5 E	SCALE:	1in,=	ft.
	VILLAGE OF DEXTER	воок:	≨ 617	
WAS	htenaw County, Michigan	BY:	SRG	

DWESTERN CONSULTING



Transportation Engineers Pianners, Surveyors Landscope Architects

3815 Piaza Driva Ann Arbor, Michigan 48108 Phone: 734,995,0200 Fox 734,995,0599

02314SV13 02314_LD03

VILLAGE OF DEXTER

WATER UTILITIES

8360 HURON ST.

DEXTER MI 48130

(734) 426-4572 FAX (734) 426-2208

October 13,2006

Allison Bishop Community Development Manager Village of Dexter 8140 Main St. Dexter, Mi. 48130

Subject: Acceptance letter for Dexter Crossing 1.2.3.&4.

Allison:

The Public Services Department has inspected phases 1 thru 4 in the Dexter Crossing subdivision. Inspections were made for all utilities. They were also made for sidewalk, and roadways. All punch list items have been satisfied.

Therefore the Public Services Department is recommending that these phases (1-4) of Dexter Crossing Subdivision be dedicated to the Village of Dexter.

Respectfully Submitted;

Ed Lobdell

Public Services Supt.

8360 HURON ST.

(g

DEXTER MI 48130

(734) 426-4572 FAX (734)426-5466

January 19,2007

Allison Bishop Community Development Manager Village of Dexter 8140 Main St. Dexter, Michigan, 48130

Subject: Acceptance letter for Dexter Crossing Phase 5 & 5a.

Allison:

The Public Services Department has inspected phases 5 and 5a in the Dexter Crossing subdivision. Inspections were made for all utilities. They were also made for sidewalk, and roadways. All punch list items have been satisfied.

Therefore, the Public Services Department is recommending that these phases (5-5a) of Dexter Crossing Subdivision be dedicated to the Village of Dexter.

Respectfully Submitted;

Ed Lobdell

Public Services Supt.

Ed Sold

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